

CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, March 02, 2021 Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours.

AGENDA

MEETING PARTICIPATION NOTICE

This meeting will be conducted utilizing teleconference communications and will be recorded for live streaming as well as open to public attendance subject to social distancing and applicable health orders. All City of Beaumont public meetings will be available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access.

beaumontca.gov/livestream

Public comments will be accepted using the following options.

- 1. Written comments will be accepted via email and will be read aloud during the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Comments can be submitted anytime prior to the meeting as well as during the meeting up until the end of the corresponding item. Please submit your comments to: nicolew@beaumontca.gov
- Phone-in comments will be accepted by joining a conference line prior to the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Please use the following phone number to join the call (951) 922 - 4845.
- 3. In person comments subject to the adherence of the applicable health orders and social distancing requirements.

In compliance with the American Disabilities Act, if you require special assistance to participate in this meeting, please contact the City Clerk's office using the above email or call **(951) 572 - 3196**. Notification 48 hours prior to a meeting will ensure the best reasonable accommodation arrangements.

CLOSED SESSION - 5:00 PM

A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken prior to the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session with be made in the City Council Chambers.

CALL TO ORDER

Mayor Lara, Mayor Pro Tem White, Council Member Martinez, Council Member Fenn, Council Member Santos

Public Comments Regarding Closed Session

- 1. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4) One Potential Case
- 2. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association and SEIU
- 3. Conference with Legal Counsel Regarding Anticipated/Existing Litigation Pursuant to Government Code Section Page 1 of 271 54956.9(d)(1)and/or(2) and/or (3) (Worker's Compensation Case No. COBM-0084)

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

Mayor Lara, Mayor Pro Tem White, Council Member Martinez, Council Member Fenn, Council Member Santos

Report out from Closed Session
Action on any Closed Session Items
Action of any Requests for Excused Absence
Pledge of Allegiance
Approval / Adjustments to the Agenda
Conflict of Interest Disclosure

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items. Approval of all Ordinances and Resolutions to be read by title only.

1. Approval of Minutes

Recommended Action:

Approve minutes dated February 16, 2021, and February 23, 2021.

2. Accept Performance Bonds and Security Agreements for Survey Monuments from Woodside 05S, LP and Final Approval of Tract Map Nos. 37697 and 37698, Located in the Oak Valley and SCPGA Golf Course Specific Plan

Recommended Action:

Accept performance bonds and security agreements for survey monuments from Woodside 05S, LP:

Approve Tract Map No. 37697 as it is in substantial conformance with the approved tentative map; and

Approve Tract Map No. 37698 as it is in substantial conformance with the approved tentative map.

3. Authorize the Purchase of a Ford Fusion SEL Hybrid for Environmental Compliance Manager in the Amount of \$28,839.10 from Fairview Ford

Recommended Action:

Approve and authorize the issue of a purchase order to Fairview Ford for one Ford Fusion SEL Hybrid in the amount of \$28,839.10.

4. Approve the Purchase of a Ford F150 Super Crew Work Truck for the Community Services Department in the Amount of \$28,019.44 from Fairview Ford

Recommended Action:

Approve and authorize the issue of a purchase order to Fairview Ford for one F150 Super Crew in the amount of \$28,019.44.

5. FY 2021 General Fund and Wastewater Fund Budget to Actual through January 2021

Recommended Action:

Receive and file the attached reports.

PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only.

6. Public Hearing Continued to March 16, 2021, Regarding Revisions to the Approved City Prior Year Capital Improvement Project Plan and the Fiscal Year 2021 – 2025 Capital Improvement Project Plans

Recommended Action:

Open the public hearing and continue to the City Council Meeting of March 16, 2021.

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

7. Authorize a Contract with Nth Generations in the Amount of \$179,897.12 for a Disaster Recovery and Backup Solution to Include Implementation and a 5-Year Support Service

Recommended Action:

Authorize the City Manager to execute a contract with Nth Generation, Computing, Inc., in the amount of \$179,897.12 for a disaster recovery and backup solution to include implementation and a 5-year support service.

8. Mayoral Appointment of Liaisons to Beaumont Basin Watermaster Board

Recommended Action:

Mayoral appointments of City Council members as liaisons to the Beaumont Basin Watermaster Board.

9. Consideration of Cooperative Agreements Between the City of Beaumont, City of Banning, Riverside County and State of California for the Provision of Fire Protection, Rescue, Fire Marshal and Emergency Medical Services

Recommended Action:

City staff recommends that the City Council direct the Mayor to formally request in writing Riverside County's basis for administrative overhead costs and budgetary forecasts associated with the fire protection, fire prevention, rescue, fire marshal and emergency medical services cooperative agreements.

LEGISLATIVE UPDATES AND DISCUSSION

COUNCIL REPORTS

- Santos
- Fenn
- Martinez
- White
- Lara

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

CITY MANAGER REPORT

10. February 2021 Department Project Updates

FUTURE AGENDA ITEMS

ADJOURNMENT

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, March 16, 2021, at 6:00 p.m., unless otherwise posted.

Beaumont City Hall - Online www.BeaumontCa.gov



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, February 16, 2021 Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

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MINUTES

CLOSED SESSION - 5:00 PM

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CALL TO ORDER at 5:03 p.m.

Present: Mayor Lara, Mayor Pro Tem White, Council Member Martinez, Council Member Fenn, Council Member Santos

Public Comments Regarding Closed Session **No comments.**

1. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4) - One potential case

No reportable action.

2. Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1) One Case: City of Beaumont v. Norton Rose

No reportable action.

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:09 p.m.

Present: Mayor Lara, Mayor Pro Tem White, Council Member Martinez, Council Member Fenn,

Council Member Santos

Report out from Closed Session: see above Action on any Closed Session Items: **None**

Action of any Requests for Excused Absence: None

Pledge of Allegiance

Approval / Adjustments to the Agenda: None

Conflict of Interest Disclosure: None

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

Recognition of retirement of Rick Bishop of WRCOG.

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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No comments

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items. Approval of all Ordinances and Resolutions to be read by title only.

1. Approval of Minutes

Recommended Action:

Approve minutes dated February 2, 2021.

2. Request from the San Gorgonio Pass Historical Society for a Donation of Surplus Property

Recommended Action:

Approve the request from the San Gorgonio Pass Historical Society for a donation of surplus property.

Motion by Council Member Martinez Second by Mayor Lara

To approve the consent calendar. Approved by a unanimous vote.

PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only.

 Hold a Public Hearing and Adopt Final One (1) Year Extension of Ordinance No. 1121 of an Interim Urgency Ordinance for a Temporary Moratorium Prohibiting Tire Sales and Tire Repair Establishments

Public hearing opened at 6:09 p.m.

No comments

Public hearing closed at 6:09 p.m.

Motion by Council Member Martinez

Second by Mayor Lara

To waive the full reading and adopt by title only, "One Year Extension of Ordinance No. 1121 Being an Interim Urgency Ordinance of the City of Beaumont, Enacting a Temporary Moratorium Prohibiting Tire Sales and Tire Repair Establishments, Pursuant to Government Code Section 65858."

Approved by a 4-1 vote

Ayes: Santos, Fenn, Martinez, Lara

Noes: White

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

4. First Amendment to the Professional Services Agreements with Chambers Group, Inc., and PlaceWorks, Inc., for On-Call Environmental Services for a One-Year Extension through July 1, 2022

Motion by Mayor Lara

Second by Mayor Pro Tem White

To approve one-year extensions to the Professional Services Agreements with Chambers Group, Inc., and PlaceWorks, Inc., for on-call environmental services.

Approved by a unanimous vote.

5. Approval of Purchase Order, Not to Exceed \$100,000 for SCADA Services Provided by SKM Engineering, LLC

Motion by Council Member Fenn

Second by Council Member Martinez

To approve purchase order in the amount not to exceed \$100,000 for SCADA services by SKM Engineering, LLC.

Approved by a unanimous vote.

6. Authorize City Staff to Create a Facilities Use Agreement with the Fellowship Church for Establishment of an Incident Command Post to be Used in the Event of Floods, Mud Slides and Debris Flows Resulting from the Apple Fire and El Dorado Fires

Motion by Mayor Pro Tem White Second by Council Member Santos

To authorize City staff to create a facilities use agreement with Fellowship Church for continued use of the facilities at the church.

Approved by a unanimous vote.

7. Report from City Staff Regarding the Execution of Non-Consensual Towing Services Agreements

Motion by Mayor Lara Second by Council Member Martinez

To receive and file. Under Beaumont Municipal Code 5.51.080, the Chief of Police has the authority to execute towing services on behalf of the City.

Approved by a unanimous vote.

8. Approval to Replace/Update ALPR Technology

Motion by Mayor Pro Tem White Second by Council Member Martinez

To approve the purchase of updated ALPR technology for the Police Department from SLESA funding, approve annual maintenance and support fees to be paid from the general fund, and authorize the City Manager to sign the Vigilant Enterprise Service Agreement.

Approved by a unanimous vote.

9. Contract for Investment Advisor and Portfolio Management Services

Motion by Mayor Pro Tem White Second by Council Member Santos

To approve a three-year contract with Public Trust Advisors, LLC, to perform investment advisor and portfolio management services with options for 2 one-year extensions.

Approved by a unanimous vote.

10. Approval of the City of Beaumont Legislative Platform for 2021

Motion by Mayor Pro Tem White Second by Mayor Lara

To approve the 2021 Legislative Platform as proposed.

Approved by a unanimous vote.

11. Approval of City Attorney Invoices for the Month of January 2021

Motion by Mayor Pro Tem White Second by Mayor Lara

To approve invoices in the amount of \$78,225.00.

Approved by a unanimous vote.

LEGISLATIVE UPDATES AND DISCUSSION

COUNCIL REPORTS

Santos - Attended an RTA meeting, the Student of the Month recognition, Economic Development Committee meeting and SCAG meeting.

Fenn - Gave a report out from the Beaumont Basin Water meeting, Reported out from the T-Now meeting, Finance and Audit Committee and Economic Development Committee meetings. **Martinez -** No report.

White - Thanked the mayor for his new monthly video.

Lara - Gave a report out from the WRCOG meeting.

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out.

CITY TREASURER REPORT

Finance and Audit Committee Report Out.

CITY CLERK REPORT

No report.

CITY ATTORNEY REPORT

No report.

CITY MANAGER REPORT

No report.

FUTURE AGENDA ITEMS

- 6-month update on the General Plan and how it relates to the current moratorium
- Suggestion of Public Outreach discussion on the agenda in a bi-annual basis

ADJOURNMENT at 8:33 p.m.



CITY COUNCIL SPECIAL CLOSED SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, February 23, 2021 Closed Session: 6:00 PM

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MINUTES

CLOSED SESSION - 6:00 PM

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CALL TO ORDER at 6:04 p.m.

Present: Mayor Lara, Mayor Pro Tem White, Council Member Martinez, Council Member Fenn, Council Member Santos

Public Comments Regarding Closed Session

No comments.

Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City
 Designated Representatives City Manager Todd Parton and Administrative Services Director
 Kari Mendoza. Employee Organization: SEIU

No reportable action.

ADJOURNMENT at 7:27 p.m.



Staff Report

TO: Mayor, and City Council Members

FROM: Jeff Hart, Public Works Director

DATE March 2, 2021

SUBJECT: Accept Performance Bonds and Security Agreements for Survey

Monuments from Woodside 05S, LP and Final Approval of Tract Map Nos. 37697 and 37698, Located in the Oak Valley and SCPGA Golf

Course Specific Plan

Background and Analysis:

As part of the development process to subdivide a parcel(s) in accordance with the Subdivision Map Act, a tentative map is reviewed and approved by the Planning Commission and City Council. During the review process, City staff reviews conditions of approval provided by all City departments and prepares final conditions to be issued with the tentative map approval. Once a tentative map is approved by City Council and conditions have been satisfied, final approval by City Council is required to complete the subdivision process.

On February 4, 2020, City Council approved Tentative Map No. 37697 and Tentative Map No. 37698 subject to the completion of the conditions of approval. Tentative Map No. 37697 and Tentative Map No. 37698 are proposed subdivisions of a portion of Planning Area (PA) 25 as shown on approved Tentative Map No. 31492 and the adopted Oak Valley and SCPGA Golf Course Specific Plan.

The proposed Tract Map No. 37697 and Tract Map No. 37698 (Tracts) are located north of Oak Valley Parkway, south of Champions Road and east of the future extension of Tukwet Canyon Parkway. Tract Map No. 37697 will subdivide 13.19 acres into 73 single family residential lots with a 4,950 square foot minimum lot size and 8 lettered lots. Tract Map No. 37698 will subdivide 22.09 acres into 126 single family residential lots with a 3,800 square foot minimum lot size and 16 lettered lots. Figure 1 shows the location of the proposed tentative tract maps.

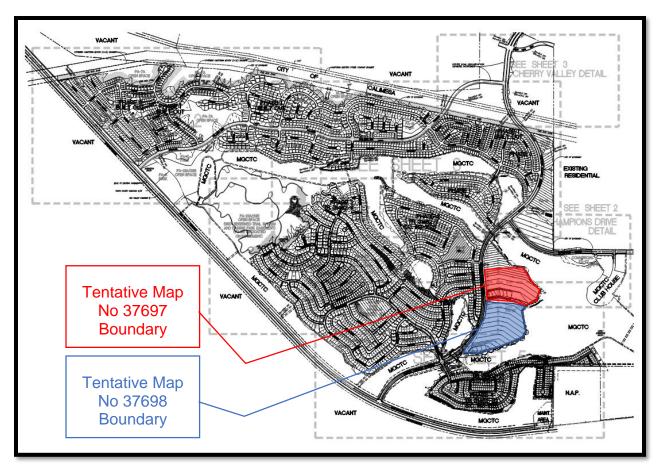


Figure 1 - Tentative Map No. 31462

Per Beaumont Municipal Code 16.36.080, The City Engineer has certified that:

- (A) Maps have been examined,
- (B) The land divisions as shown are substantially the same as appeared on the tentative maps and any approved alterations thereof,
- (C) All provisions of the Subdivision Map Act and all City ordinances applicable at the time of approval of the tentative maps have been complied with,
- (D) Maps are confirmed as technically correct, and
- (E) In the City Surveyors certificate, the date of approval of the tentative map and the date of expiration is stated.

Subsequently, City staff recommends the Tracts be approved pursuant to Section 16.36.090 of the Beaumont Municipal Code. However, if the City Council determines that the Tract does not conform to all the requirements of the Subdivision Map Act, and Beaumont Municipal Code, applicable of the tentative maps and any rulings made thereunder may disapprove the map(s); provided, however, the final maps shall not be disapproved due to technical or inadvertent errors which can easily be corrected and, in the opinion of the City Engineer, do not materially affect the validity of the maps.

There are several public improvements required as part of the development of the Tracts, including storm drain, street, and sewer improvements. As of the date of this report, no improvements have been accepted. Therefore, in accordance with the Subdivision Map Act and Beaumont Municipal Code 16.56.010, the developer shall enter into an agreement with the City to complete the improvements and in connection therewith shall furnish the City improvement security in the amounts required by Section 16.56.040 of said Beaumont Municipal Code.

In addition to the public improvements, there are several survey monuments required to be set as part of this Tract. The Subdivision Map Act requires that that at least one exterior boundary line of the land being subdivided be adequately monumented or referenced before the map is recorded. The land developer has certified that all exterior boundary lines are monumented as of September 8, 2020. Furthermore, the Subdivision Map Act and Beaumont Municipal Code 16.36.100 states that interior monuments need not be set at the time the map is recorded, if the engineer or surveyor certifies on the map that the monuments will be set on or before a specified later date, and if the developer furnishes security guaranteeing the payment of the cost of setting such monuments.

The developer has previously provided security agreements and security in the form of bonds for all of the public improvements. The following tables are a summary of the improvements and corresponding bonds:

Table 1. Tract Map No. 37697 Bond Summary			
Improvement			
Street	Previously Approved by Council on November 17, 2020		
Storm Drain	Previously Approved by Council on November 17, 2020		
Sewer	Previously Approved by Council on November 17, 2020		

Table 2. Tract Map No. 37698 Bond Summary			
Improvement			
Street	Previously Approved by Council on November 17, 2020		
Storm Drain	Previously Approved by Council on November 17, 2020		
Sewer	Previously Approved by Council on November 17, 2020		

Woodside 05S, LP:

Woodside 05S, LP has provided security agreements and security in the form of bonds for the interior survey monuments. The agreements have been reviewed by City staff and found to be consistent with the Beaumont Municipal Code. The following table is a summary of the improvements and corresponding bonds:

Table 1. Tract Map No. 37697 and 37698 Bond Summary				
Improvement	PW No.	Bond Number	Principal	
Survey Monuments TR 37697	PW2020-0489	PB00535000208	Woodside 05S, LP	
Survey Monuments TR 37698	PW2020-0490	PB00535000207	Woodside 05S, LP	

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$750.

Recommended Action:

Accept performance bonds and security agreements for survey monuments from Woodside 05S, LP;

Approve Tract Map No. 37697 as it is in substantial conformance with the approved tentative map; and

Approve Tract Map No. 37698 as it is in substantial conformance with the approved tentative map.

Attachments:

- A. Final Map for Tract No. 37697
- B. Final Map for Tract No. 37698
- C. Security Agreement and Performance Bond No. PB00535000208
- D. Security Agreement and Performance Bond No. PB00535000207

NUMBER OF LOTS: 176

TOTAL ACREAGE: 163.24 AC.

NUMBER OF LETTERED LOTS: 9

ACREAGE OF LOTS: 155.82 AC. ACREAGE OF LETTERED LOTS: 7.42 AC. IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 31462-21

AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OR RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, T. 3 S, R. 2 W., SECTION 31, T. 2 S, R. 1 W., AND SECTION 36, T. 2 S., R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST

NOVEMBER 2020

SHEET 1 OF 7 SHEETS

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20__ AT _____.M. IN BOOK _____ OF MAPS, AT PAGES _____, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF BEAUMONT. NO. _____ FEE _____ PETER ALDANA ASSESSOR -COUNTY CLERK - RECORDER

SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND: THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR STREET AND PUBLIC PURPOSES:

LOT "A" (SORENSTAM DRIVE), LOT "B" (PRICE STREET), LOT "C" (GILMORE DRIVE), LOT "D" (WEBB PLACE), LOT "E" (MURRAY WAY), LOF "F" (FUNK WAY), LOT "G" (OMEARA WAY), LOT "H" (HINTON COURT), AND LOT "I" (TUKWET CANYON PARKWAY) FOR STREET AND PUBLIC UTILITY PURPOSES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: A 5' WIDE PUBLIC UTILITY EASEMENT, AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE PUBLIC UTILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: A 5' WIDE WATER FACILITIES EASEMENT, IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

A PUBLIC UTILITY AND ACCESS EASEMENT, LYING WITHIN LOT 169 AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR LANDSCAPE MAINTENANCE PURPOSES:

LOTS "168", "169", "170", "171", "172", "173" AND "175" AS SHOWN HEREON FOR LANDSCAPE MAINTENANCE PURPOSES FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES. AND LOT OWNERS WITHIN THIS TRACT:

THE REAL PROPERTY DESCRIBED IS RETAINED AS AN EASEMENT FOR GOLF CART TUNNEL PURPOSES: A GOLF COURSE TUNNEL EASEMENT PURPOSES AS SHOWN HEREON, IN FAVOR OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT.

SDC FAIRWAY CANYON, LLC A DELAWARE LIMITED LIABILITY COMPANY

PRINTED NAME: DALE STRICKLAND ITS: AUTHORIZED SIGNATOR

BENEFICIARY

FLAGSTAR BANK, FSB a federally chartered savings bank, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED NOVEMBER 8, 2019, AS INSTRUMENT NO. 2019-0461648, OF OFFICIAL RECORDS.

BY:				
PRINTED	NAME:	JIM	CHITTARO	
TITI C.				

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$_____ __, HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

CASH OR SURETY TAX BOND COUNTY TAX COLLECTOR BY: ______, DEPUTY DATED: . 20

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE. AS OF THIS DATE. THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ ____

DON KENT, COUNTY TAX COLLECTOR

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

- 1. MINERAL RIGHT DESCRIBED IN DEED RECORDED 10/19/2005, AS INSTRUMENT NO. 2005-0862966, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
- 2. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION OF AMERICA, A CALIFORNIA NON -PROFIT MUTUAL BENEFIT CORPORATION-OWNERS OF AN EASEMENT FOR ACCESS PURPOSES, AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516795 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
- 3. COUNTY OF RIVERSIDE, HOLDER OF AN EASEMENT FOR ROAD AND DRAINAGE PURPOSES, INCLUDING PUBLIC UTILITY SERVICE PURPOSES, RECORDED JUNE 2, 1999, AS INSTRUMENT NO. 241545, OF OFFICIAL RECORDS OF RIVERSIDE
- 4. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION, A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION—OWNERS OF AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516796 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. BLANKET IN NATURE

NOTARY ACKNOWLEDGMENT

MY COMMISSION EXPIRES: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN ______ COUNTY.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS,

ACCURACY, OR VALIDITY OF THAT DOCU	UMENT.	
STATE OF		
	RE ME	
APPEARED ME ON THE BASIS OF SATISFACTORY EVEN THE WITHIN INSTRUMENT AND ACKNOWLE HIS/HER/THEIR AUTHORIZED CAPACITY(INTHE PERSON(S), OR THE ENTITY UPON	EDGED TO ME THAT HE/SHE/THEY EXEC ES), AND THAT BY HIS/HER/THEIR SIGN	CUTED THE SAME IN NATURE(S) ON THE INSTRUMENT
I CERTIFY UNDER PENALTY OF PERJUR PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND	RY UNDER THE LAWS OF THE STATE OF	CALIFORNIA, THAT THE FOREGOING
SIGNATURE		
PRINT NAME		

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT

ACCONACT, ON VALIDITY	OF THAT DOCUMENT.		
STATE OF	<u> </u>		
ON	BEFORE ME	, A	NOTARY PUBLIC PERSONALL WHO PROVED TO
THE WITHIN INSTRUMENT HIS/HER/THEIR AUTHORIZ	ATISFACTORY EVIDENCE TO BE THA AND ACKNOWLEDGED TO ME THAT ZED CAPACITY(IES), AND THAT BY ENTITY UPON BEHALF OF WHICH	T HE/SHE/THEY EXECUTED 1 HIS/HER/THEIR SIGNATURE(HE SAME IN S) ON THE INSTRUMENT
I CERTIFY UNDER PENAL PARAGRAPH IS TRUE AND WITNESS MY HAND	LTY OF PERJURY UNDER THE LAW. D CORRECT.	S OF THE STATE OF CALIFOR	RNIA, THAT THE FOREGOING
CIONATUDE			

SIGNATURE	
PRINT NAME	
MY COMMISSION EXPIRES:	
MY PRINCIPAL PLACE OF BUSINESS IS IN	COUNTY.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SDC FAIRWAY CANYON, LLC ON JULY, 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED <u>:</u>	, 20
MIGUEL A. VILLASENOR	



CITY ENGINEER'S STATEMENT

I, JEFF HART, HEREBY STATE THAT I HAVE EXAMINED TRACT MAP 31462-21, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 547 HAVE BEEN COMPLIED WITH.

DATED:,	20
JEFF HART, CITY ENGINEER R.C.E. 70910	
I HEREBY STATE THAT I HAVE EXAMINED TECHNICALLY CORRECT.	O THE MAP, AND I AM SATISFIED THAT THE MAP IS
DATED:,	20
JAY S. FAHRION, PROFESSIONAL LA P.L.S. 8207	ND SURVEYOR

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY IT'S COUNCIL, HEREBY APPROVES THE TRACT MAP 31462-21 AND ACCEPT THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES. THE CITY COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID ROADS SUBJECT TO IMPROVEMENTS SHALL NOT BECOME PART OF THE CITY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY THE CITY PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE, AS FOLLOWS:

FOR STREET AND PUBLIC UTILITY PURPOSES: LOT "A" (SORENSTAM DRIVE), LOT "B" (PRICE STREET), LOT "C" (GILMORE DRIVE), LOT "D" (WEBB PLACE), LOT "E" (MURRAY WAY, LOT "F" (FUNK WAY), LOT "G" (OMEARA WAY), LOT "H" (HINTON COURT), AND LOT "I" (TUKWET CANYON PARKWAY);

A 5' WIDE PUBLIC UTILITY EASEMENT, AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE PUBLIC UTILITIES:

PUBLIC UTILITY AND ACCESS EASEMENT LYING WITH LOT 169, AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES;

PURSUANT TO SECTION 66434(G) AND 66494.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE PORTIONS AS NOTED HEREON.

DATED:, 20	
	CITY CLERK, CITY OF BEAUMONT RIVERSIDE COUNTY. CALIFORNIA

BEAUMONT CHERRY VALLEY WATER DISTRICT ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN THE 5' WIDE WATER FACILITIES EASEMENT CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM SDC FAIRWAY CANYON LLC, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND AND CONSENTS TO ITS RECORDATION.

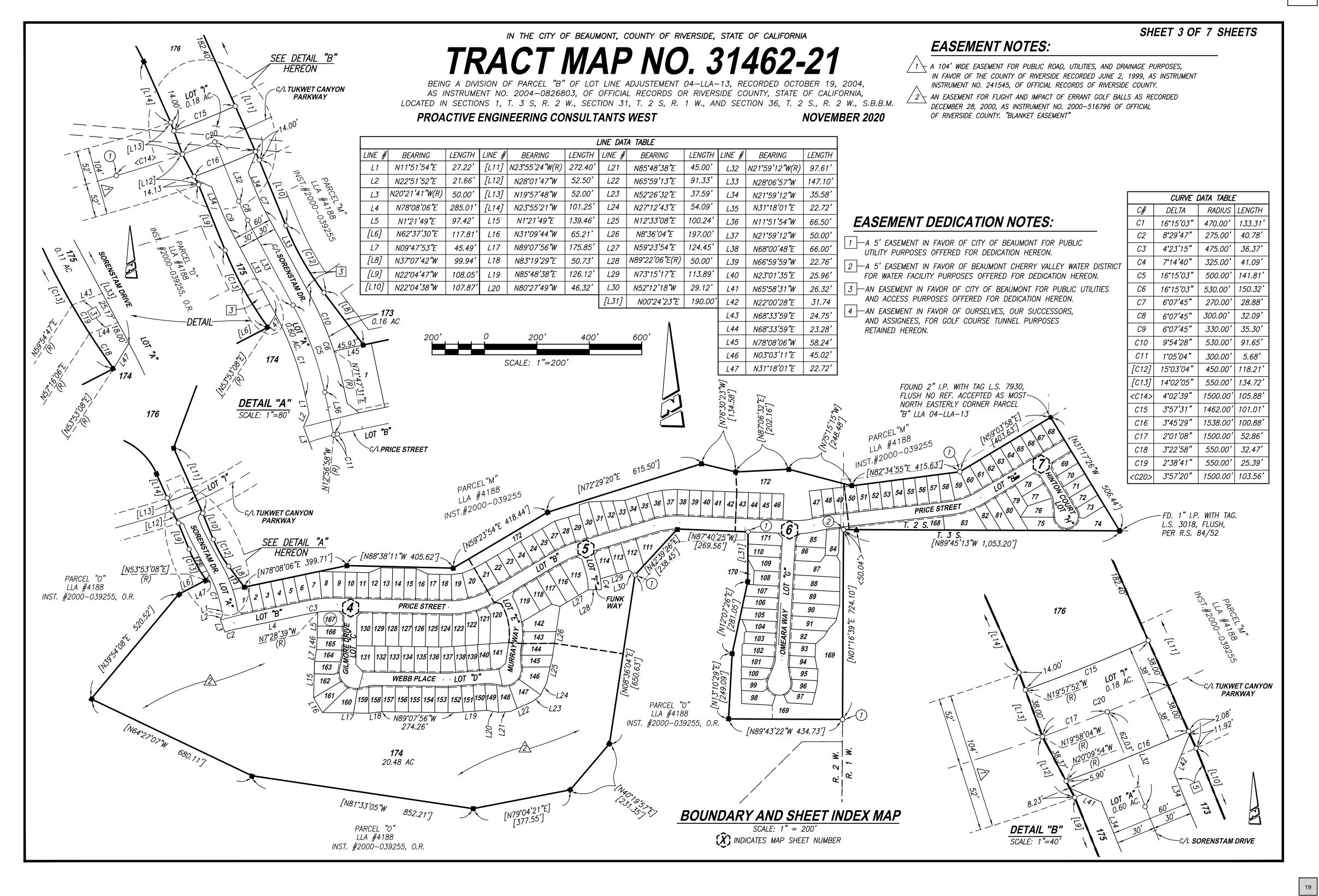
DATED:	20	BY:					
			BEAUMONT	CHERRY	VALLEY	WATER	DIST.
			ITS:				

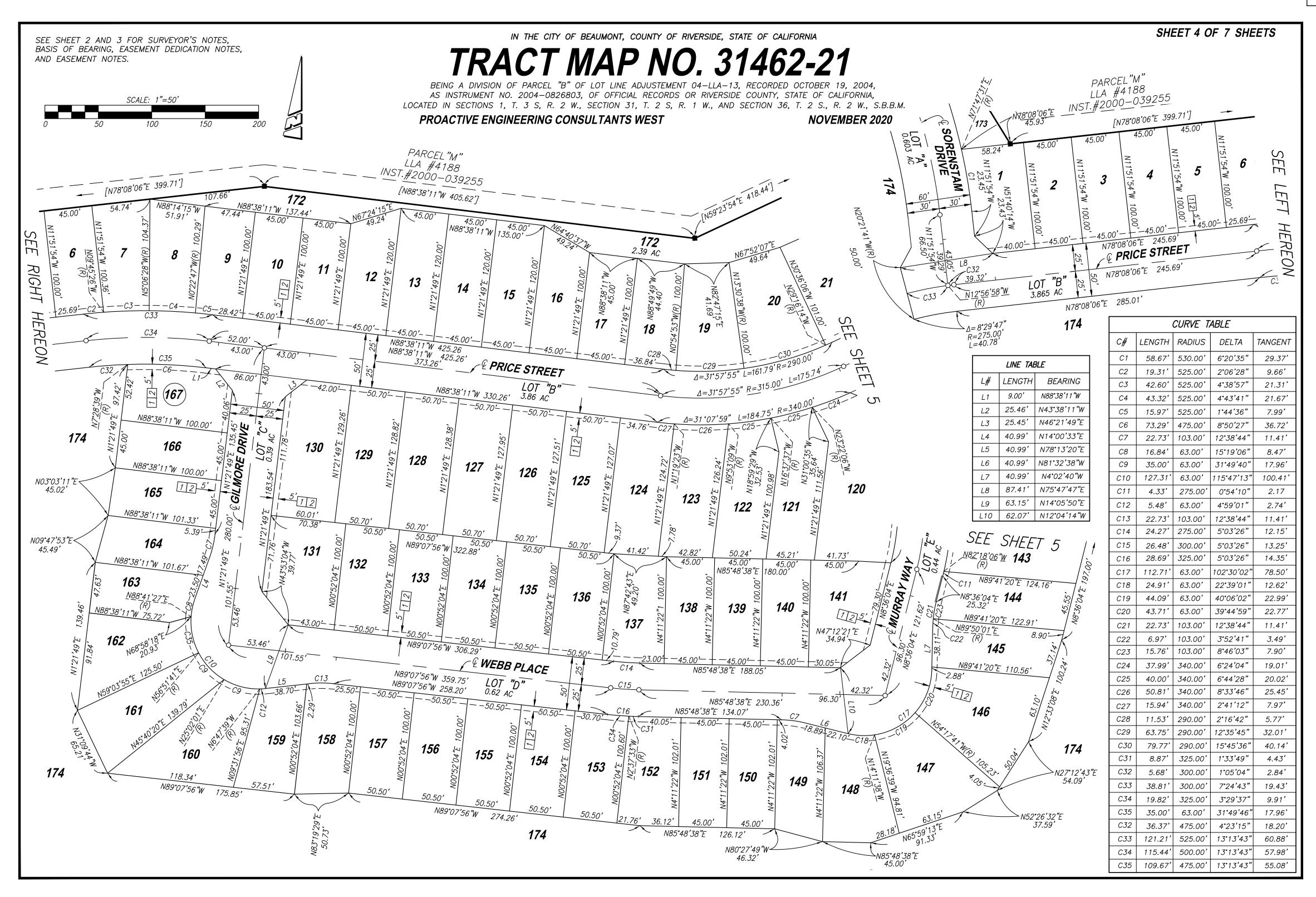
ABANDONMENT OF PUBLIC STREET AND PUBLIC EASEMENTS

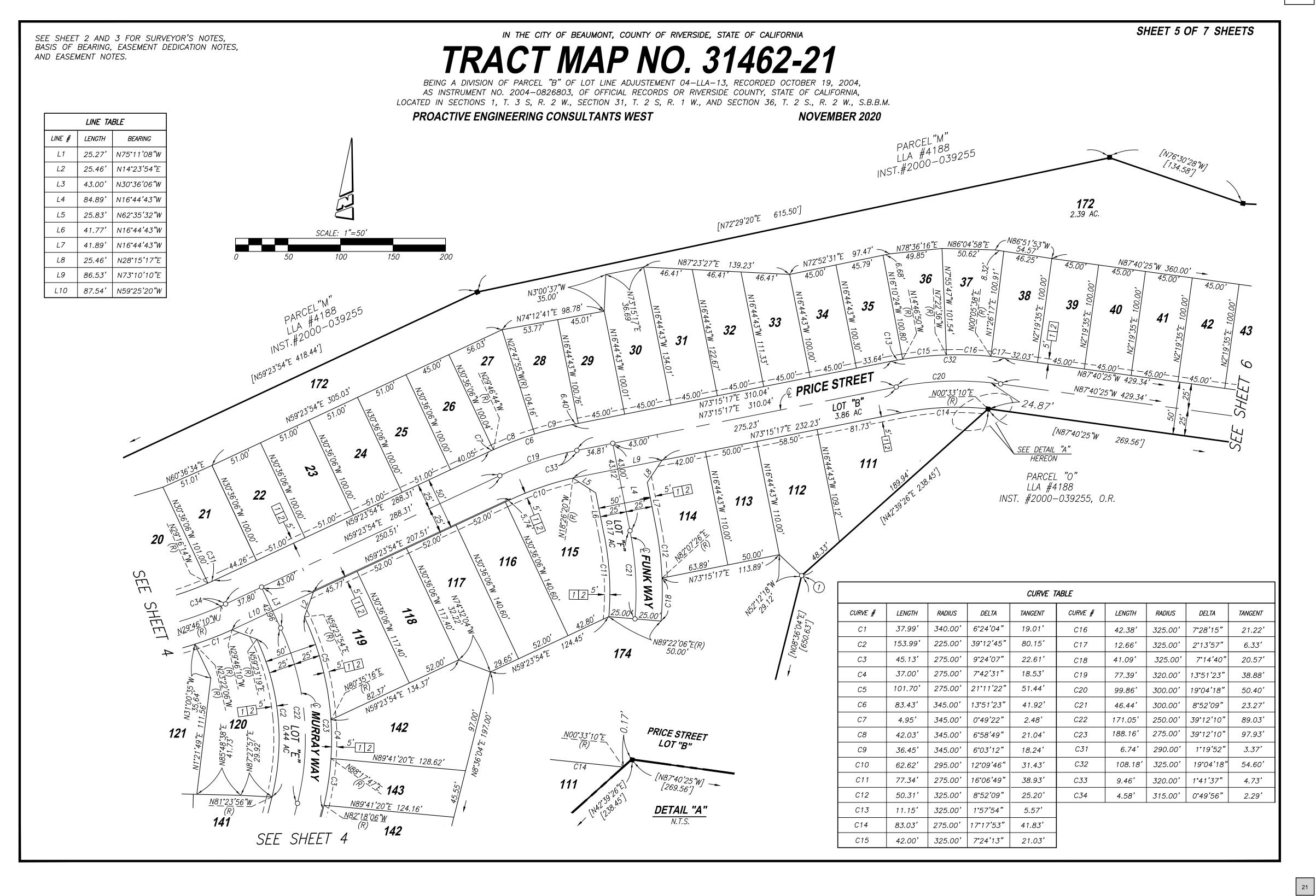
PURSUANT TO SECTIONS 66434(G) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING: THOSE PORTIONS OF PARCEL 1 OF A 104' WIDE DECLARATION OF DEDICATION PER INSTRUMENT NO. 241545 O.R., RECORDED JUNE 2, 1999, WHICH LIE WITHIN THIS MAP, AND NOT SHOWN HEREON.

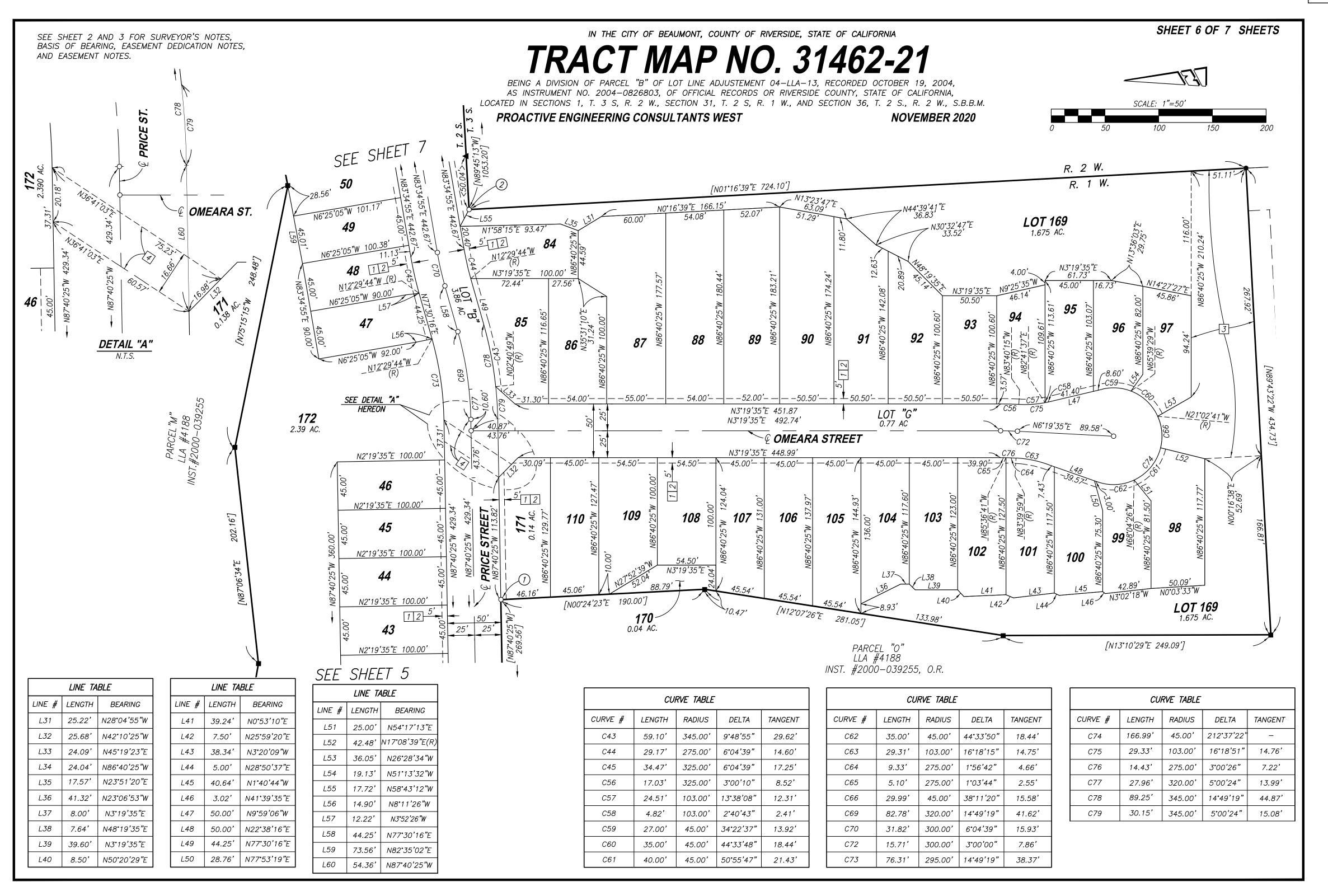
18

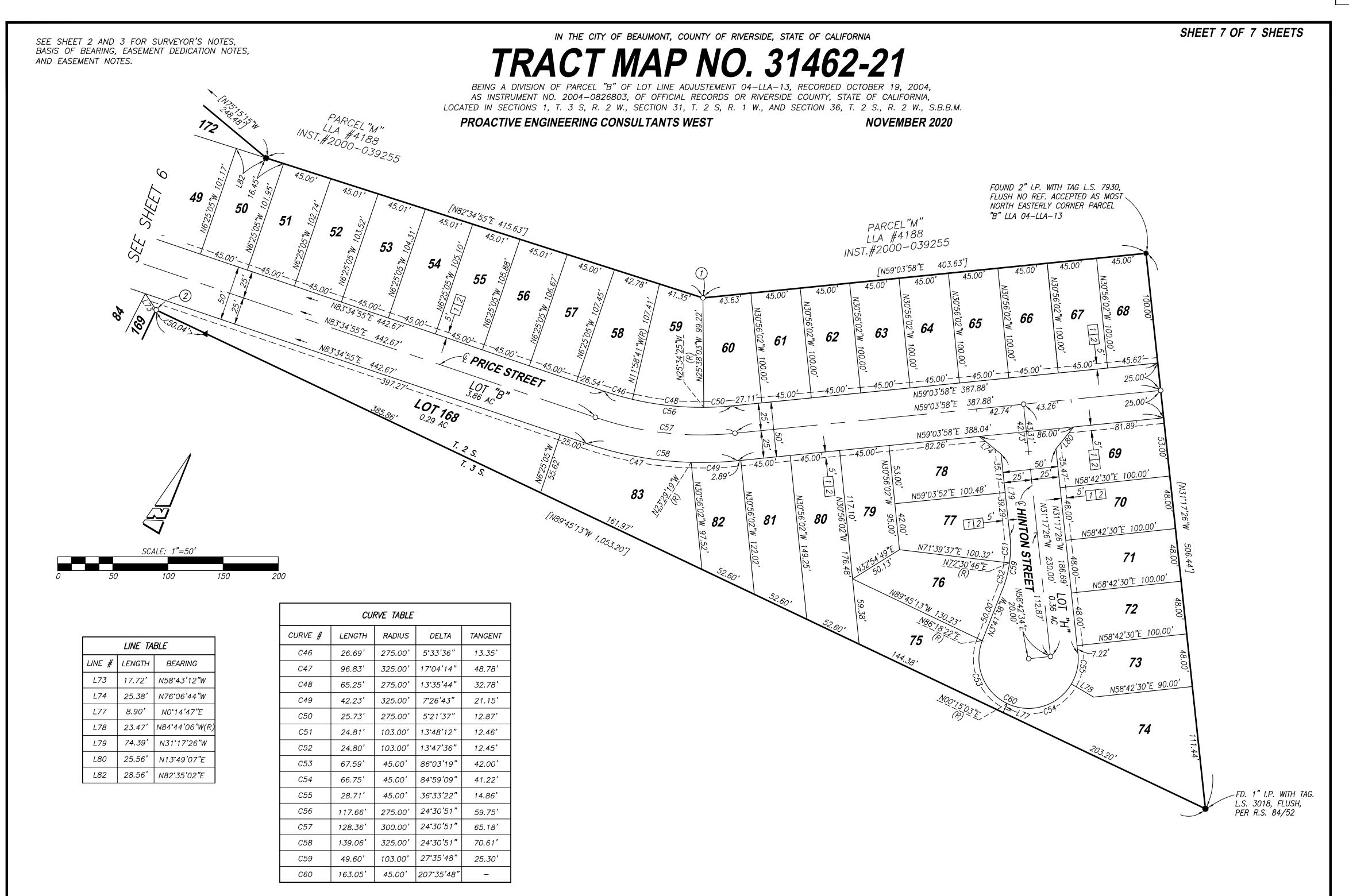
SHEET 2 OF 7 SHEETS SEE EASEMENT NOTES ON SHEET 3 OF 7 IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TRACT MAP NO. 31462-21 **CALIMESA** CHERRY VALLEY BLVD. TUKWET CANYON BASIS OF BEARINGS PARKWAY BROOKSIDE AVE. THE BASIS OF COORDINATES FOR THE MAP IS THE CALIFORNIA STATE PLANE AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OR RIVERSIDE COUNTY, STATE OF CALIFORNIA, COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS LOCATED IN SECTIONS 1, T. 3 S, R. 2 W., SECTION 31, T. 2 S, R. 1 W., AND SECTION 36, T. 2 S., R. 2 W., S.B.B.M. "RABBIT" AND "REST", AS SHOWN HEREON. ALL DISTANCES SHOWN ON THIS MAP ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE GRID DISTANCES MAY BE PROACTIVE ENGINEERING CONSULTANTS WEST *NOVEMBER 2020* CHAMPIONS DE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF OAK VALLEY 0.999904925. THE GEOGRAPHIC COORDINATES SHOWN HEREON ARE ESTABLISHED BY USING G.P.S. IN A STATIC MODE FOR RELATIVE POSITIONING. 1) CONTROL STATION "RABBIT" NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT", HORIZONTAL ORDER = SECOND, HORIZONTAL DATUM SITE LOCATION SURVEYOR'S NOTES IS NAD 83, LATITUDE 33°56'02.27171"N (GRID 2284367.502. GROUND 2284584.7073)
AND LONGITUDE 117°02'03.12956"W (GRID 6323791.935, GROUND 6324393.2146) MORENO VALLEY 60 FRWY SCALE: 1"=300' INDICATES RECORD AND MEASURED DATA PER PARCEL MAP 32775. 2) CONTROL STATION "REST"
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF PER PMB 237/79-84, UNLESS OTHERWISE NOTED, **VICINITY MAP** INDICATES RECORD AND MEASURED DATA PER R.S. BK. 109/7-13, N.T.S. CONCRETE MONUMENT STAMPED "REST 1972" HORIZONTAL ORDER = SECOND, VERTICAL TRACT NO. 31462-8 UNLESS OTHERWISE NOTED, ORDER = FIRST, CLASS II HORIZONTAL DATUM IS NAD 83, LATITUDE 33°57'26.63058"N CURVE DATA TABLE M.B. 455/4-12 INDICATES RECORD DATA PER LOT LINE ADJUSTMENT 04-LLA-13, RECORDED (GRID 2292862.267, GROUND 2293080.2815) AND LONGITUDE 117°01'11.02542"W (GRID C# RADIUS LENGTH DELTA 6328245.054, GROUND 6328846.7656). OCTOBER 19, 2004, PER INSTR. #2004-0826803, O.R., UNLESS OTHERWISE NOTED. [C1] 3) MAP BASE DATUM FOUND 1" IP WITH PLASTIC PLUG STAMPED L.S. 3018 UP 0.20' PER P.M. 8°54'37" 425.00' 66.09' A) MEAN SCALE FACTOR IS 1.00001314 B) MEAN ELEVATION IS 2366.920 FEET. NAVD 88 149/27-35 & R.S. 109/9-13. ACCEPTED AS A WITNESS CORNER FOR SEC 6. [C2] 10°10'53" 300.00' 53.31 INDICATES FOUND 1" IP. AND TAG STAMPED "LS 8509". FLUSH. PER P.M.B. Con. C) MEAN SEA LEVEL REDUCTION FACTOR 0.999891.788 [C3] *38°03'05'* 400.00' 265.65 P.M. 32775 CERTIFICATE OF CORRECTION, RECORDED 9/20/2019, PER INSTR# 2019-0351577, O.R. P.M.B. 237/79-84 D) Epoch 1991.35 *38°01'59"* 425.00' 282.12 É) MAP COMBINATION FACTOR IS: 0.999904925. INDICATES FOUND 1" IP, WITH PLASTIC PLUG STAMPED "LS 5346". FLUSH, PER 169 F) MAPPING ANGLE AT STA. "REST" IS: -00°25'22.73" (C5) *533.75*′ 432.32 46°24'28" R.S. BK. 109/7-13, UNLESS OTHERWISE NOTED. [C6] INDICATES SET 1" I.D. X 18" I.P. AND TAG "LS 8509", FLUSH (RIV. CO. STD. A MON.) 181.00° 180°00'00" 568.63 SET 1" I.P. AND TAG, "LS 8509", FLUSH, AT ALL REAR LOT CORNERS, ANGLE POINTS *5°39'04"* 1280.89 126.33 IN SIDE OR REAR LOT LINES. *5°48'48"* 1100.00' | 111.61 SET NAIL AND TAG MARKED "LS 8509" IN TOP OF CURB AT THE PROLONGATION [C9] 1500.00' 782.31 *29*52'55"* OF SIDE LOT LINES. 250.00' 322.71 73°57'31" SET LEAD AND TAG, "LS 8509", FLUSH, ON TOP OF CURB FOR B.C.'s, E.C.'s, P.R.C.'s. AND P.C.C.'s. AND CORNER CUTBACKS PROJECTED PERPENDICULAR 15°20'35" *545.64* ' 146.11 [N87:03'47"E] (R) > OR RADIAL FROM RIGHT-OF-WAY LINES. 15°03'04' 450.00' 118.21 ALL MONUMENTS ARE SET AND TAGGED PER RIV. CO, ORDINANCE NO 461. [C13] 14°02'05" 550.00' | 134.72 3.32,38"W)(R) (54.75') ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP. 4°02'39" 1500.00' 105.88' LOTS 174 AND 176 TO BE SUBDIVIDED BY FUTURE PHASES OF TENTATIVE 20°57′04″ <C15> 5660.45' 2069.84 TRACT MAP NO. 31462. 6°02'36" 5660.45' 597.03 TRACT NO. 31462-21 CONTAINS 163.24 ACRES $(\Delta = 69^{\circ}08'17'')$ N39°19'49"W (R=325.00') (1) SEARCHED NOTHING FOUND RE-ESTABLISHED BY FOUND 2" I.P. WITH TAG L.S. [187.15] (L=392.17°) 7930, FLUSH NO REF. RECORD DATA PER R.S. 109/7-13. [N65°02'49"W](R)~ [52.00'] ACCEPTED AS MOST NORTH TV (35 # 62.7 $\sqrt{36|31}$ RE-ESTABLISHED SECTION CORNER BY USING WITNESS EASTERLY CORNER PARCEL, "B" 1 6 CORNER PER P.M. 149/21-35 & R.S. 109/7-13, LLA 04-LLA-13-1 (Nyo. 16x3)03.11 AFFIXED TAG "LS 8509", FLUSH (RIV. CO. STD. A MON.). (N09°21'59"E)(R) (224.72') "REST [N76°30'23"W] [134.58] LLA #4100 1NST.#2000-039255, O.R. [539.38] [N5] 304 W FD. 1 1.P. WILL , 33.8 13.88 13.88 108 108 107 106 105 104 103 102 101 100 99 98 98 98 98 97 169 192.81 L.S. 3018, FLUSH, [405.62'] N273952°E 5 N273952°E 5 BASIS 27'E 5 170-PER R.S. 84/52 N13°04'53"E 4,839.59' (GROUND) LINE DATA TABLE BEARING LENGTH "Rabbit" BEARING LENGTH WEBB PLACE LINE # [L11] | N23°55'24"W | 272.40 NO3°10'29"E 249.09 TN25.49'11"ES. PARCEL "O" 174 281.05 [L12] | N28°01'47"W *52.50'* N12°07'26"E ~[N89°43'22"W] T165.00' LLA #4188 PARCEL "O" [L13] N19*57'48"W *52.00'* N00°24'23"E 190.00' [434.73'], / INST. #2000-039255, O.R LLA #4188 INST. #2000-039255, O.R. N87°40'25"W 101.25 N23°55'21"W [L4] 269.56 [L14] SEE SHEET NO. 3 PARKWAY EY 0.6., FOUND 1" IP WITH TAG STAMPED "CITY OF N69°24'36"E [L15] 42.96' *238.45* ' N42°39'26"E - [N40°19'57"E] TC151 BEAUMONT" FLUSH PER R.S. 139/84-92. [231.35'] [L6] N62°37'30"E [L16] N87°18'31"W 117.81' 179.16 -ACCEPTED AS A POINT ON THE WEST LINE OF SEC 6 T3S, R1W, S.B.M. AND THE C.L. OF OAK [L17] 399.71 N84°53'19"W 166.27 N78°08'06"E VALLEY PARKWAY. انه 「N79°04'21"E] N37°07'42"W 99.94' [L18] N83°53'05"W 177.33 TC161 [377.55'] 108.05 [L19] N85°27'29"E 63.69' **BOUNDARY MAP** N22°04'47"W 107.87 N22°04'38"W [L20] N48°40'32"E 13.80' SCALE: 1" = 300' C/L OAK VALLEY **PARKWAY**











NUMBER OF LOTS: 176

TOTAL ACREAGE: 163.24 AC.

NUMBER OF LETTERED LOTS: 9

ACREAGE OF LOTS: 155.82 AC. ACREAGE OF LETTERED LOTS: 7.42 AC. IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 31462-21

AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OR RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, T. 3 S, R. 2 W., SECTION 31, T. 2 S, R. 1 W., AND SECTION 36, T. 2 S., R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST

NOVEMBER 2020

SHEET 1 OF 7 SHEETS

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20__ AT _____.M. IN BOOK _____ OF MAPS, AT PAGES _____, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF BEAUMONT. FEE _____ PETER ALDANA ASSESSOR -COUNTY CLERK - RECORDER SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND: THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR STREET AND PUBLIC PURPOSES:

LOT "A" (SORENSTAM DRIVE), LOT "B" (PRICE STREET), LOT "C" (GILMORE DRIVE), LOT "D" (WEBB PLACE), LOT "E" (MURRAY WAY), LOF "F" (FUNK WAY), LOT "G" (OMEARA WAY), LOT "H" (HINTON COURT), AND LOT "I" (TUKWET CANYON PARKWAY) FOR STREET AND PUBLIC UTILITY PURPOSES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: A 5' WIDE PUBLIC UTILITY EASEMENT. AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE PUBLIC UTILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: A 5' WIDE WATER FACILITIES EASEMENT, IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

A PUBLIC UTILITY AND ACCESS EASEMENT, LYING WITHIN LOT 169 AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES;

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR LANDSCAPE MAINTENANCE PURPOSES:

LOTS "168", "169", "170", "171", "172", "173" AND "175" AS SHOWN HEREON FOR LANDSCAPE MAINTENANCE PURPOSES FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES. AND LOT OWNERS WITHIN THIS TRACT:

THE REAL PROPERTY DESCRIBED IS RETAINED AS AN EASEMENT FOR GOLF CART TUNNEL PURPOSES: A GOLF COURSE TUNNEL EASEMENT PURPOSES AS SHOWN HEREON, IN FAVOR OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT.

SDC FAIRWAY CANYON, LLC A DELAWARE LIMITED LIABILITY COMPANY

PRINTED NAME: DALE STRICKLAND ITS: AUTHORIZED SIGNATOR

BENEFICIARY

FLAGSTAR BANK, FSB a federally chartered savings bank, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED NOVEMBER 8, 2019, AS INSTRUMENT NO. 2019-0461648, OF OFFICIAL RECORDS.

3Y:				
PRINTED	NAME:	JIM	CHITTARO	
ודו ר.				

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$_____ __, HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

CASH OR SURETY TAX BOND COUNTY TAX COLLECTOR BY: ______, DEPUTY DATED: . 20

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ ___

DATED: ______ , 20___ DON KENT, COUNTY TAX COLLECTOR

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

- 1. MINERAL RIGHT DESCRIBED IN DEED RECORDED 10/19/2005, AS INSTRUMENT NO. 2005-0862966, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
- 2. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION OF AMERICA, A CALIFORNIA NON -PROFIT MUTUAL BENEFIT CORPORATION-OWNERS OF AN EASEMENT FOR ACCESS PURPOSES, AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516795 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
- 3. COUNTY OF RIVERSIDE, HOLDER OF AN EASEMENT FOR ROAD AND DRAINAGE PURPOSES, INCLUDING PUBLIC UTILITY SERVICE PURPOSES, RECORDED JUNE 2, 1999, AS INSTRUMENT NO. 241545, OF OFFICIAL RECORDS OF RIVERSIDE
- 4. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION, A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION—OWNERS OF AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516796 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. BLANKET IN NATURE

NOTARY ACKNOWLEDGMENT

MY PRINCIPAL PLACE OF BUSINESS IS IN ______

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS,

ACCURACY, OR VALIDITY OF THAT DOCU	MENI.	
STATE OF		
APPEARED ME ON THE BASIS OF SATISFACTORY EV THE WITHIN INSTRUMENT AND ACKNOWLE HIS/HER/THEIR AUTHORIZED CAPACITY(IE	/IDENCE TO BE THE PERSON(EDGED TO ME THAT HE/SHE/ ES), AND THAT BY HIS/HER/	, A NOTARY PUBLIC PERSONALLY WHO PROVED TO I(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO I/THEY EXECUTED THE SAME IN I/THEIR SIGNATURE(S) ON THE INSTRUMENT PSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJUR PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND	Y UNDER THE LAWS OF THE	STATE OF CALIFORNIA, THAT THE FOREGOING
SIGNATURE		
PRINT NAME		
MY COMMISSION EXPIRES:		

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS,

ACCURACT, OR VALIDITY	OF IMAI DOCUMENT.		
STATE OF			
ON	BEFORE ME	, A NOT	TARY PUBLIC PERSONALL WHO PROVED TO
THE WITHIN INSTRUMENT A	TISFACTORY EVIDENCE TO BE THE AND ACKNOWLEDGED TO ME THAT I I'ED CAPACITY(IES), AND THAT BY H ENTITY UPON BEHALF OF WHICH T	HE/SHE/THEY EXECUTED THE IIS/HER/THEIR SIGNATURE(S) (SAME IN ON THE INSTRUMENT
I CERTIFY UNDER PENAL PARAGRAPH IS TRUE AND WITNESS MY HAND	TY OF PERJURY UNDER THE LAWS CORRECT.	OF THE STATE OF CALIFORNIA,	, THAT THE FOREGOING
CIONATURE			

SIGNATURE PRINT NAME MY COMMISSION EXPIRES: _____ MY PRINCIPAL PLACE OF BUSINESS IS IN ______

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SDC FAIRWAY CANYON, LLC ON JULY, 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED <u>:</u>	, 20	
MIGUEL A. VIL	LASENOR	

CITY ENGINEER'S STATEMENT

I, JEFF HART, HEREBY STATE THAT I HAVE EXAMINED TRACT MAP 31462-21, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 547 HAVE BEEN COMPLIED WITH.

DATED:	,	20	_						
JEFF HART, CITY ENG R.C.E. 70910	:INEER			_					
I HEREBY STATE THAT I TECHNICALLY CORRECT.	HAVE EXAMINED) THE N	MAP, A	AND I AN	1 SATISFIED	THAT	THE	MAP	IS
DATED:	,	20	_						
JAY S. FAHRION, PRO)FESSIONAL LA	ND SUI	RVEYO	 DR					

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY IT'S COUNCIL, HEREBY APPROVES THE TRACT MAP 31462-21 AND ACCEPT THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES. THE CITY COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID ROADS SUBJECT TO IMPROVEMENTS SHALL NOT BECOME PART OF THE CITY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY THE CITY PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE, AS FOLLOWS:

FOR STREET AND PUBLIC UTILITY PURPOSES: LOT "A" (SORENSTAM DRIVE), LOT "B" (PRICE STREET), LOT "C" (GILMORE DRIVE), LOT "D" (WEBB PLACE), LOT "E" (MURRAY WAY, LOT "F" (FUNK WAY), LOT "G" (OMEARA WAY), LOT "H" (HINTON COURT), AND LOT "I" (TUKWET CANYON PARKWAY);

A 5' WIDE PUBLIC UTILITY EASEMENT, AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE PUBLIC UTILITIES:

PUBLIC UTILITY AND ACCESS EASEMENT LYING WITH LOT 169, AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES;

PURSUANT TO SECTION 66434(G) AND 66494.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE PORTIONS AS NOTED HEREON.

DATED:, 20	
,	CITY CLERK, CITY OF BEAUMONT RIVERSIDE COUNTY, CALIFORNIA

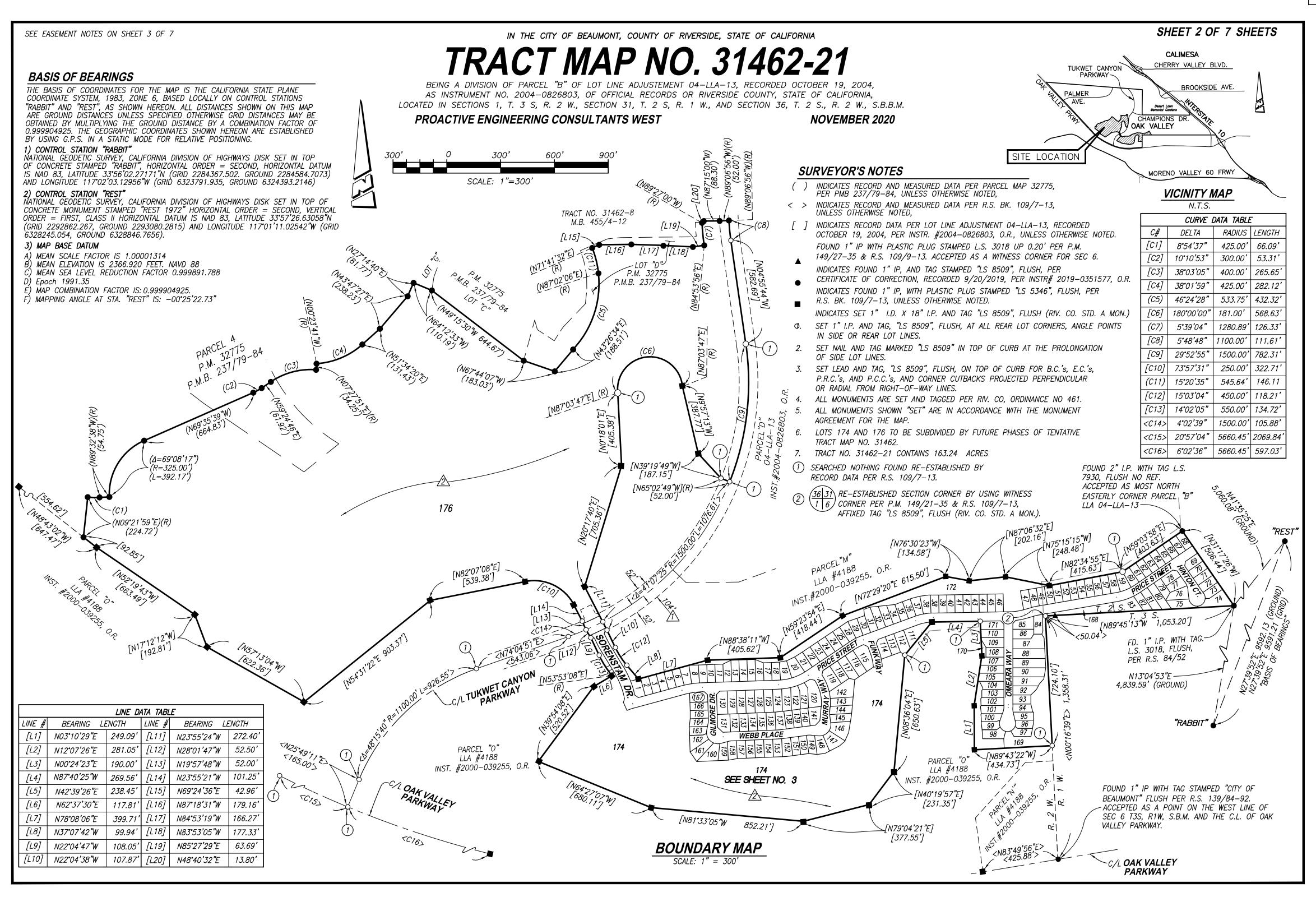
BEAUMONT CHERRY VALLEY WATER DISTRICT ACCEPTANCE STATEMENT

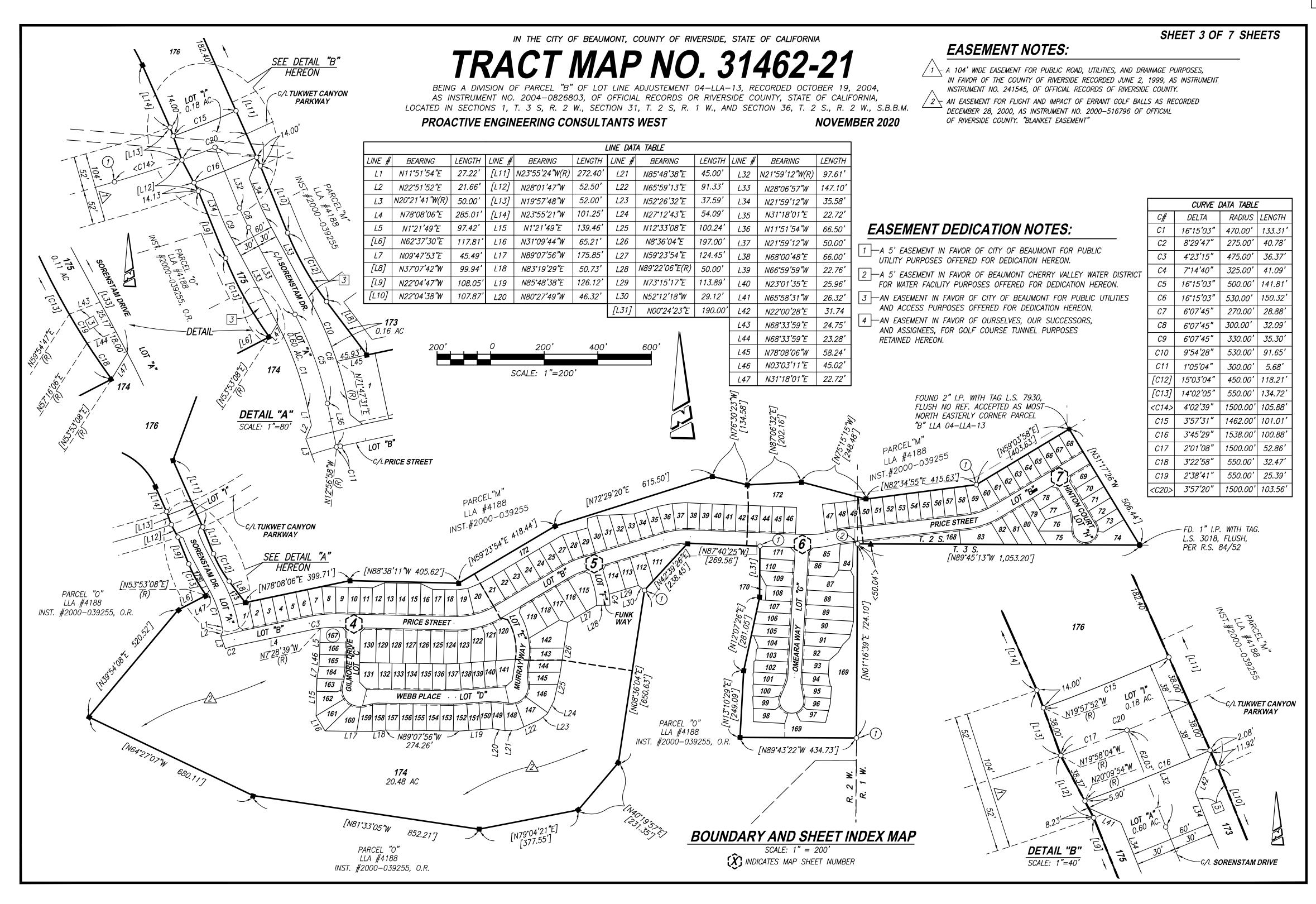
THIS IS TO CERTIFY THAT THE INTEREST IN THE 5' WIDE WATER FACILITIES EASEMENT CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM SDC FAIRWAY CANYON LLC, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND AND CONSENTS TO ITS RECORDATION.

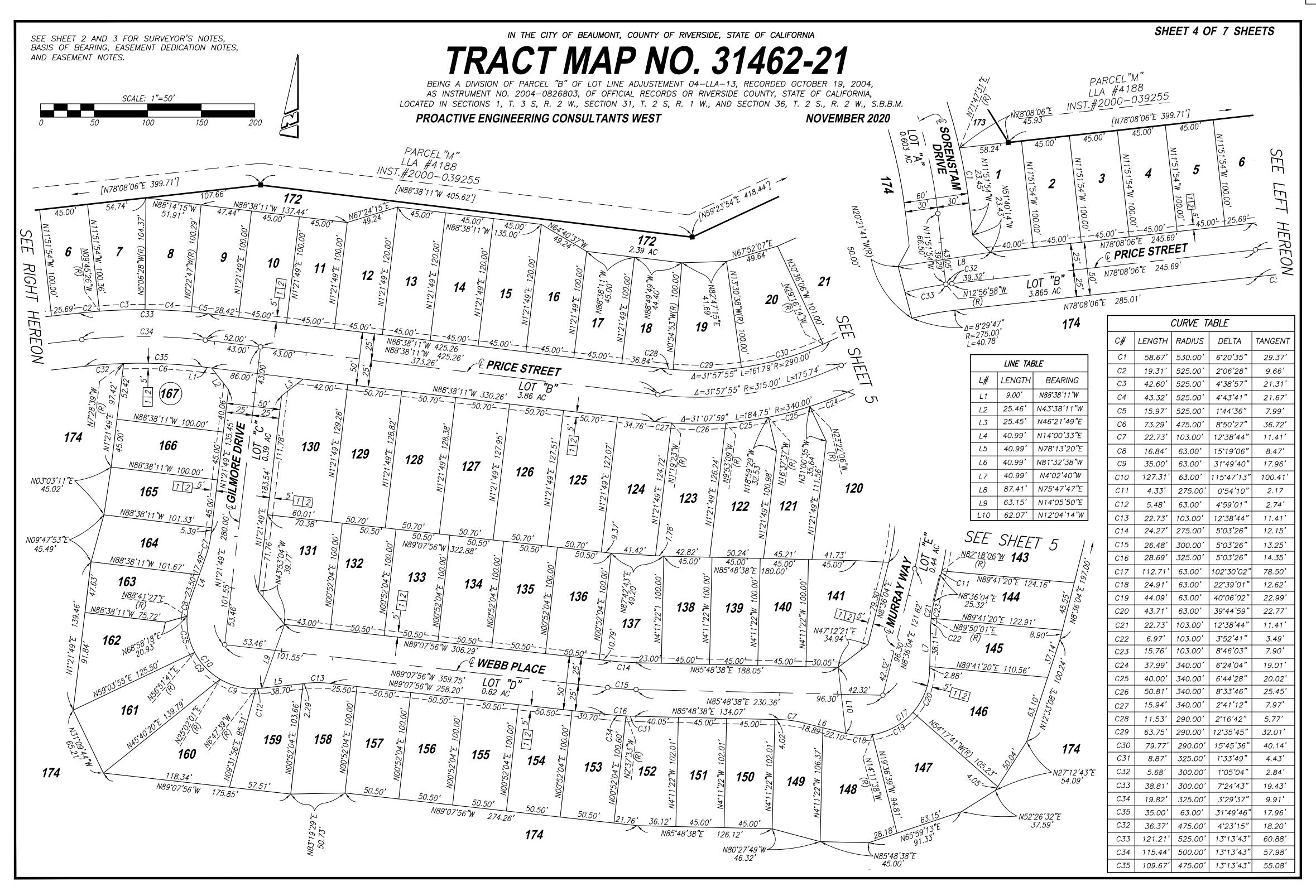
DATED:	20	BY:					
			BEAUMONT	CHERRY	VALLEY	WATER	DIST.
			ITS:				

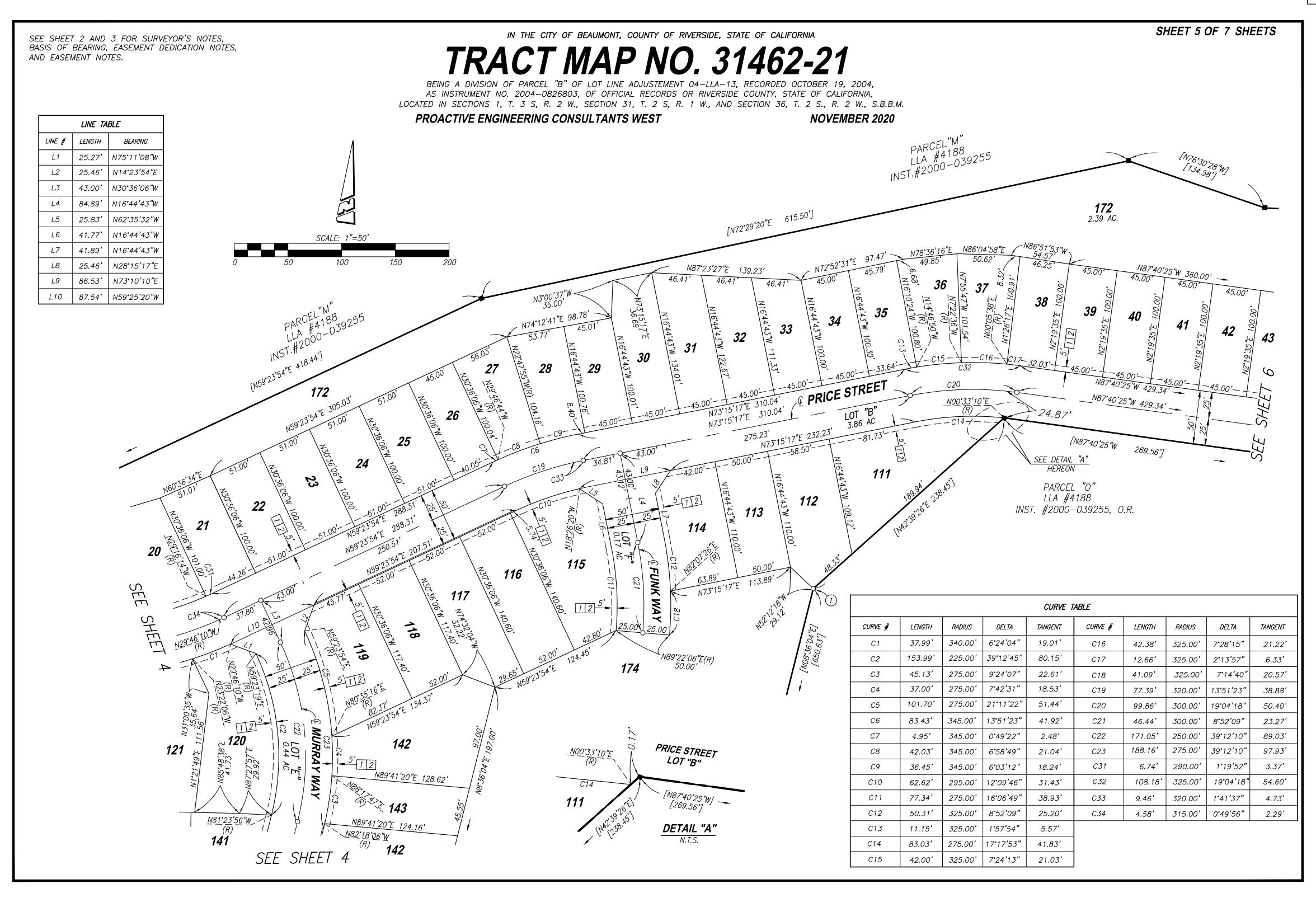
ABANDONMENT OF PUBLIC STREET AND PUBLIC EASEMENTS

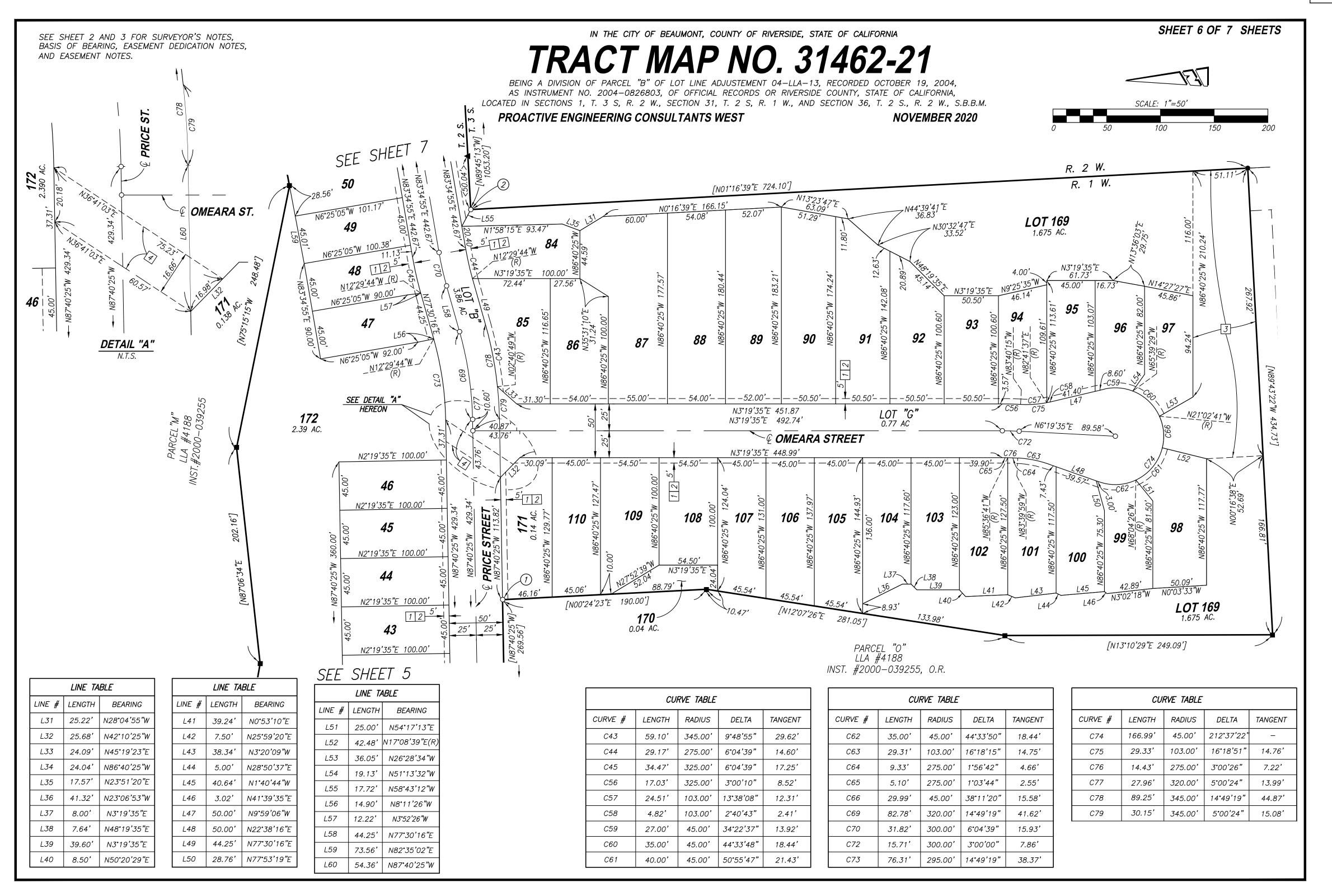
PURSUANT TO SECTIONS 66434(G) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING: THOSE PORTIONS OF PARCEL 1 OF A 104' WIDE DECLARATION OF DEDICATION PER INSTRUMENT NO. 241545 O.R., RECORDED JUNE 2, 1999, WHICH LIE WITHIN THIS MAP, AND NOT SHOWN HEREON.

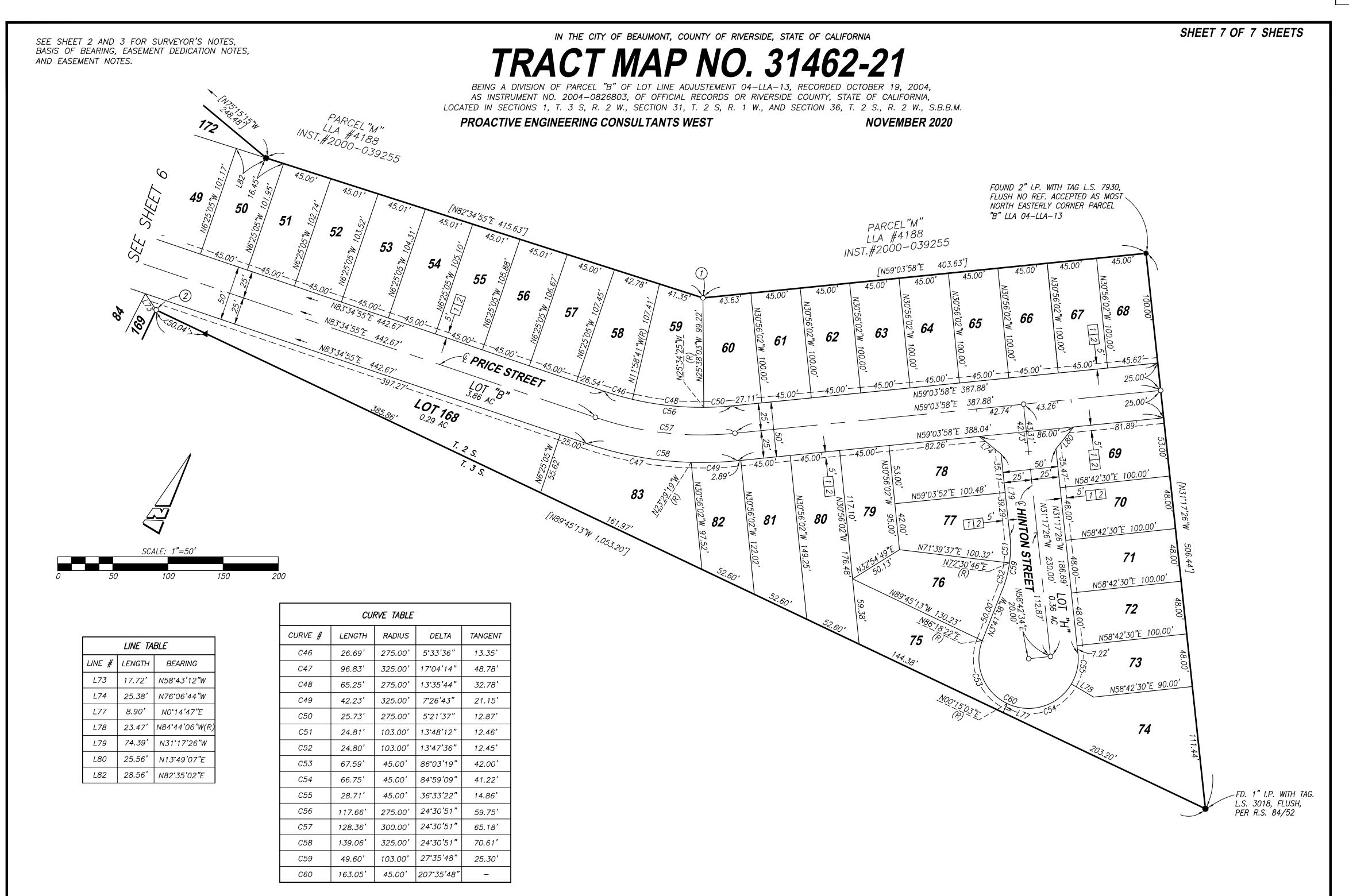












Rev. 07 22 2020

Basic Gov (Sales Force) # PW2020-0489 File#

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No.TR37697)

SURVEY MONUMENTS

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and Woodside 05S, LP a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] ("DEVELOPER").

RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan #TR37697 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rightsof-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- The Improvements have not yet been constructed and completed and it is the C. purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

- Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's 1. sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.
- Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

- <u>3.</u> Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.
- 4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

- 7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.
- 8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit or action is the result of the sole negligence or sole willful misconduct of the CITY.
- 9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:
 - a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

- c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.
- d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.
- e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.
- 10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.
- Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the 11. work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.
- 12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.
- 13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

- 14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.
- 15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.
- 16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT
By:
Date:
DEVELOPER By:
Date; 2/8/2021
Title: Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT	CIVIL CODE § 1189			
A notary public or other officer completing this certificate verificate to which this certificate is attached, and not the truthfulness, a	es only the identity of the individual who signed the document			
State of California County of KIVER SICK On AUS 2021 before me, Fig.	Lelle M. Spanelle Notaey Pak, Here Insert Name and Title of the Officer			
personally appeared	Stanicek			
personally appeared	ame(s) of Signer(s)			
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their signa upon behalf of which the person(s) acted, executed the	ture(s) on the instrument the person(s), or the entity			
ROCHELLE M. SROMALLA Notary Public - California Riverside County	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.			
Place Notary Seal and/or Stamp Above	Signature of Notary Public			
——————————————————————————————————————				
fraudulent reattachment of this f	leter alteration of the document or form to an unintended document.			
Description of Attached Document Title or Type of Document:				
Document Date:	Number of Pages:			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s) Signer's Name: □ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian of Conservator □ Other:	Signer's Name: Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Guardian of Conservator			
Signer is Representing:				

©2017 National Notary Association

Bond Number: PB00535000208

Bond Premium: \$100.00

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California.	and
Woodside 05S, LP (hereinafter designated as "Principal") has	·
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map	Or Plot Plan,
dated February 4th, 2021, whereby Principal agrees to install and complete certain	in designated
public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No	,
which is hereby incorporated herein and made a part hereof; and	

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Eleven Thousand Five Hundred dollars (\$ 11,500) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument habove named, on February 4th, 2021	as been duly executed by the Principal and Surety.
(Seal)	(Seal)
SURETY	PRINCIPAL
By: Philadelphia Indemnity Insurance	By:
Company	By: Woodside 05S, LP, a California limited
Name: Heather Valtier	partnership By: WDS, GP, Inc., a California corporation
	Its: General Partner
Title:Attorney in Fact	Address: 1250 Corona Pointe Ste. 500

(orona, (A 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

Address: 17712 Mitchell North Irvine CA 92614

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Heather Valtier, Dana L. Dowers, Sandra Sikora, Robert Ranallo, Michael J. Perry, and Paul A. Bland. Of The D.L.D. COMPANY DBA D.L.D. INSURANCE BROKERS INC., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, he it

FURTHER

RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27^{TH} DAY OF OCTOBER, 2017.



(Seal)

Roundord

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMPTANTALITA LEHNELFANN
PROTABLE BEST
Wild History Maken Parks
& Lunes Marker Inp., Mortgomery Course
He Correlate Cop. Northerner Crees
WHEN THE THOMAS MANY THE PROPERTY OF

Notary Public:

Moreyan Knopp

(Notary Seal)

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this ______day of ______, 20 _____



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	
County of Orange	
On 2/4/21 before me, Megan Elipersonally appeared Heather M. Valtier	zabeth Graham , Notary Public, (Here insert name and title of the officer)
who proved to me on the basis of satisfactory evid	lence to be the person(s) whose name(s) is/are subscribed to at he/she/they executed the same in his/her/their authorized on the instrument the person(s), or the entity upon behalf of t.
I certify under PENALTY OF PERJURY under this true and correct.	e laws of the State of California that the foregoing paragraph
WINESS my hand and official seal. Signature of Notary Publis	MEGAN ELIZABETH GRAHAM Notary Public - California Orange County Commission # 2196497 My Comm. Expires May 11, 2021 (Notary Seal)
ADDITIONAL O	PTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT Performance Bond (Title or description of attached document) PB 00 535 00 000 (Title or description of attached document continued)	INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
Number of Pages 3 Document Date 2/4/2/ (Additional information)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
CAPACITY CLAIMED BY THE SIGNER	 Print the name(s) of document signer(s) who personally appear at the time of notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this

information may lead to rejection of document recording.

• Securely attach this document to the signed document

the county clerk.

The notary seal impression must be clear and photographically reproducible.

Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.

Signature of the notary public must match the signature on file with the office of

acknowledgment is not misused or attached to a different document.

Indicate title or type of attached document, number of pages and date.

Additional information is not required but could help to ensure this

Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

40

☐ Individual (s)

Partner(s)

Trustee(s)

Other____

☐ Corporate Officer

Attorney-in-Fact

(Title)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMEN	T CIVIL CODE § 1189
A notary public or other officer completing this certificate verificate which this certificate is attached, and not the truthfulness,	ies only the identity of the individual who signed the document accuracy, or validity of that document.
County of State of California County of State & State of California County of of California California County of California California County of California County of California County of California Calif	Lelle M. Snoward Notary Public
Date Date	Here Insert Name and Title of the Officer
personally appeared	Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their signal upon behalf of which the person(s) acted, executed the	ature(s) on the instrument the person(s), or the entry
ROCHELLE M. SROMALLA Notary Public - California Riverside County Commission # 2284331 My Comm. Expires May 2, 2023	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Completing this information can	ONAL deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name: ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian of Conservator ☐ Other:	□ Partner - □ Limited □ General
☐ Other:	☐ Other:Signer is Representing:
Signer is Kepresenting.	

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Rev. 07 22 2020

Basic Gov (Sales Force) # PW2020-0490 File #

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No.TR37698)

SURVEY MONUMENTS

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and Woodside 05S, LP a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] ("DEVELOPER").

RECITALS

- A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan #TR37698 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and
- B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and
- C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

- 1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.
- <u>2.</u> <u>Inspection by the CITY.</u> The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

- 3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.
- 4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- 5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.
- <u>6.</u> General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

- 7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.
- 8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit or action is the result of the sole negligence or sole willful misconduct of the CITY.
- 9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:
 - a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

- c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.
- d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.
- e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.
- 10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.
- 11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.
- <u>12.</u> <u>Binding Effect.</u> This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.
- 13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

- 14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.
- 15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.
- 16. <u>Execution in Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT
By:
•
Date:
DEVELOPER
By:
Date; 2/8/2021
Title: Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGME	NT CIVIL CODE § 1189
A notary public or other officer completing this certificate ve	erifies only the identity of the individual who signed the document
to which this certificate is attached, and not the truthfulnes	ss, accuracy, or validity of that document.
State of California	
County of NED SICK On Set 8, 2021 perfore me, K	or Lette M. Smarsh Notac & Public
Date /	Here Insert Name and Title of the Officer
personally appeared	er Stanicek
	Name(s) of Signer(s)
	nce to be the person(s) whose name(s) is/are subscribed
o the within instrument and acknowledged to me th outhorized capacity(ies), and that by his/her/their sign opon behalf of which the person(s) acted, executed t	nature(s) on the instrument the person(s) or the entity
	I certify under PENALTY OF PERJURY under the
ROCHELLE M. SROMALLA	laws of the State of California that the foregoing paragraph is true and correct.
Notary Public - California Riverside County	
Commission # 2284331	WITNESS my hand and official seal.
My Comm. Expires May 2, 2023	Charles Control
	Hoffele houdell
Place Notary Seal and/or Stamp Above	Signature
	Signature of Notary Public
Completing this information can	deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	U.
Signer's Name:	Signer's Name:
□ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
□ Partner – □ Limited □ General	□ Partner – □ Limited □ General
☐ Individual ☐ Attorney in Fact	
☐ Trustee ☐ Guardian of Conservator ☐ Other:	
Signer is Representing:	□ Other:Signer is Representing:
O 121 14 115 12 12 11 11 11 11 11 11 11 11 11 11 11	organica is representing,

©2017 National Notary Association

Bond Number: PB00535000207

Bond Premium: \$126.75

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and
WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.
NOW, THEREFORE, we, the Principal andPhiladelphiaIndemnityInsuranceCompany_, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Sixteen Thousand Nine Hundred dollars (\$16,900_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on February 4th, 2021.		
(Seal)	(Seal)	
SURETY	DDINGUDA I	
By: Philadelphia Indemnity Insurance	BY: PRINCIPAL	
Name: Heather Valtier	Woodside 05S, LP a California limited partnership	
Title:Attorney in Fact	BY: WDS GP, Inc. a California corporation	
Address: 17712 Mitchell North Irvine CA 92614	Its: General Partner Address: 1250 Corona Pointe Ste 50 Corona, CA 92879	

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint HEATHER VALTIER, DANA L. DOWERS, SANDRA SIKORA, ROBERT RANALLO, MICHAEL J. PERRY AND PAUL A. BLAND OF THE D.L.D. COMPANY DBA D.L.D. INSURANCE BROKERS INC., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10^{TH} DAY OF JUNE 2013.



(Seal)

Roundoff

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Nobarial Seal
Kimberly A. Kessleski, Nobary Public
Lower Nerson Twp. Nobarigodiasity Councy
Hy Commission Expires Dec. 18, 2016
MEMBER, PRINTYLVANIA ASSOCIATION OF MOTARIES

Notary Public:

residing at:

(Notary Seal)

Bala Cynwyd, PA

My commission expires:

December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this

day of 166, 2021

1927

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 2/4/2/ before me, Megan Eli	izabeth Graham (Here insert name and title of the officer), Notary Public
personally appeared Heather M. Valtier	,
the within instrument and acknowledged to me th	dence to be the person(s) whose name(s) is/are subscribed to at he/she/they executed the same in his/her/their authorized on the instrument the person(s), or the entity upon behalf of t.
I certify under PENALTY OF PERJURY under this true and correct.	e laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal. Signature of Notary Public	MEGAN ELIZABETH GRAHAM Notary Public - California Orange County Commission # 2196497 My Comm. Expires May 11, 2021
ADDITIONAL OI	PTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT Performance Bond (Title or description of attached document) PB0535000207 (Title or description of attached document continued) Number of Pages Document Date 2/4/2/ (Additional information)	INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

State of California

County of Orange

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMEI	NT CIVIL CODE § 1
	366498688868696986869698986986985869838982866401298686698989898989898686869898989
A notary public or other officer completing this certificate ver to which this certificate is attached, and not the truthfulness	rifies only the identity of the individual who signed the docume s, accuracy, or validity of that document.
State of California	
County of Riverside	
before me,	schelle M. Spore 16, Notary Fab
Date (160,5tachen	Here Insert Name and Title of the Officer
personally appeared	Name(s) of Signer(s)
	value(s) or signer(s)
o the within instrument and acknowledged to me tha	ature(s) on the instrument the person(s), or the entity
	I certify under PENALTY OF PERJURY under the
pagaga	laws of the State of California that the foregoing
ROCHELLE M. SROMALLA Notary Public - California	paragraph is true and correct.
Riverside County Commission # 2284331	WITNESS my hand and official seal.
My Comm. Expires May 2, 2023	
	In a source
**************************************	Signature
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Completing this information can d	deter alteration of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	
☐ Corporate Officer — Title(s):	
□ Partner - □ Limited □ General	□ Partner – □ Limited □ General
☐ Individual ☐ Attorney in Fact	= ''
☐ Trustee ☐ Guardian of Conservator ☐ Other: ☐	☐ Trustee ☐ Guardian of Conservator ☐ Other:
Signer is Penresenting	Signor is Poprosonting:

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Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE March 2, 2021

SUBJECT: Authorize the Purchase of a Ford Fusion SEL Hybrid for

Environmental Compliance Manager in the Amount of \$28,839.10

from Fairview Ford

Background and Analysis:

As part of the FY2021 budget, a position for an Environmental Compliance Manager was approved. Included in the duties of the Environmental Compliance Manager are sampling and inspection work related to the administration of the City's Pretreatment Program; to ensure compliance with the National Pollutant Discharge Elimination System (NPDES) Permit for the Municipal Separate Storm Sewer System (M4); to enforce the City's Industrial Waste Ordinances, storm water program, and sewer collection system; all of which require field work and a City vehicle to be performed.

The City received quotes from three (3) bidders: Fairview Ford, Sunrise Ford, and Gosch Ford. The lowest quote received was Fairview Ford as summarized below:

- Fairview Ford \$28,839.10,
- Sunrise Ford \$29,390.03, and
- Gosch Ford \$34,608.63.

Fiscal Impact:

The total cost for purchasing the vehicle is \$28,839.10 and will be allocated from AQMD Funds (205-0000-8060-0000).

Recommended Action:

Approve and authorize the issue of a purchase order to Fairview Ford for one (1) Ford Fusion SEL Hybrid in the amount of \$28,839.10.

Attachments:

A. Vehicle Quotes

2020 Ford Fusion SEL Hybrid White exterior ActiveX interior seating material

<u>Vendor</u>	<u> 2020</u>
Fairview Ford - Redlands	\$ 28,839.10
Sunrise Ford - Fontana	\$ 29,390.03
Ken Grody Ford - Redlands**	\$ -
Gosch Ford - Hemet	\$ 34,608.63

^{**}no response from vendor

Fairview



FAIRVIEW FORD SALES, INC FLEET AND TRUCK CENTER 740 WEST 2ND STREET P O BOX 1390

SAN BERNARDINO CA 92402

. DRVR SIDEVIEW MIR-AUTO DIM

TURN SIG/APPRCH LAMP/MEM

. TIRE INFLATOR/SEALANT KIT

. 60/40 SPLIT FOLD REAR SEAT

. DUAL-ZONE ELECTRONIC

POWERPOINTS - 12V (2)

ACTIVE NOISE CONTROL

. REMOTE KEYLESS ENTRY

FORD CO-PILOT360

BUTTON START

AUTO-DIM REARVIEW MIRROR

. LEATHER WRAPPED STR WHEEL

. SEATS - HEATED, 10-WAY PWR

. WINDOWS-1-TOUCH UP/DOWN

HOTSPOT TELEMATICS MODEM

. SIRIUSXM® - SVC N/A AK&HI

. VOICE ACTIVATED NAVIGATION

. AIRBAG-DRIVER/PASS KNEE

. AIRBAGS - SIDE AIR CURTAIN

. 3YR/36,000 BUMPER / BUMPER

. 5YR/60,000 ROADSIDE ASSIST

. AIRBAGS - FRONT SEAT

. PERIMETER ALARM

. TPMS - INDIVIDUAL

SYNC3® 8" SCRN W/APPLINK®

. GLASS - SOLAR-TINTED

. HEADLAMPS-LED

Ford

PHONE #:(909) 386-0281

FAX #:(909) 386-0292

Vehicle Description

FUSION

2020 FUSION SEL HYBRID 2.0L IVCT I4 HEV ECVT AUTO TRNS POWERSPLIT

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

. EASY FUEL® CAPLESS FILLER

. HEADLAMP COURTESY DELAY

. MIRRORS - HTD/PWR/MAN-FOLD

. TAIL LAMPS - LED

. WIPERS - RAIN-SENSING

INTERIOR

. ACTIVEX SEATING MATERIAL
. CENTER CONSOLE WISTORAGE
AUTO CLIMATE CONTROL
WICRUISE AND AUDIO CONTRO
. ROTARY GEAR SHIFT DIAL
DRV & 6-WAY PWR PASS

FRONT/REAR

FUNCTIONAL

. AUDIO SPEAKERS - 11

. FORDPASS CONNECT 4GWI-FI

. INTELLIGENT ACCESS W/PUSH

. REAR VIEW CAMERA

. REVERSE SENSING SYSTEM

. SMARTGAUGE W/ ECOGUIDE

. UNIVER GARAGE DOOR OPENER

SAFETY/SECURITY

. AIRBAGS - DUAL STAGE FRONT MOUNTED SIDE IMPACT

. LATCH CHILD SAFETY SYSTEM . SECURILOCK® ANTI-THEFT SYS

WARRANTY

. 5YR/60,000 POWERTRAIN

. 8YR/100,000 HYBRID COMPON



CITY MPG 43 HIGHWAY MPG 41

* VEHICLE, IN STOCK,
SUBJECT TO PRIOR SALE &

Exterior

WHITE PLATINUM MET TRI-COAT Interior
EBONYACTIVEX SEATING MATERIAL

Price Information

MSRP

STANDARD VEHICLE PRICE \$31,630

Included on this Vehicle
EQUIPMENT GROUP 600A
17" SPARKLE SILVER ALUM WHEE

Optional Equipment

2020 MODEL YEAR WHITE PLATINUM MET TRI-COAT EBONY ACTIVEX SEAT MATRL

.2.0L IVCT I4 HEV .ECVT AUTO TRNS POWERSPLIT

50 STATE EMISSIONS

ADAPTIVE CRUISE W/STOP & GO LANE KEEPING SYSTEM BLIS W/CROSS TRAFFIC ALERT

BLIS W/CROSS TRAFFIC ALERT FRONT LICENSE PLATE BRACKET

TOTAL VEHICLE & OPTIONS DESTINATION & DELIVERY

32,225 995

595

TOTAL MSRP

\$33,220

SALES PRICES #31,39800 7.75% SALES TAX 8 #243335 CAL, TIRE FEE 8 # 875 DMV & EXEMPT

SUBTOTAL 8# 33,83910 {REBATES >8 < 5,000 00 `

TOTAL 8\$ 28,839 10

Karee Keyser

From:

Todd Eff <teff@fairviewford.com>

Sent:

Thursday, February 11, 2021 10:27 AM

To:

Karee Keyser

Subject:

RE: City of Beaumont - quote needed

This is an SEL model. They discontinued the Fusion in 2020. Not much left.

Todd Eff Commercial Fleet Director Fairview/Fairway Ford PO Box 1390/292 N. G St. San Bernardino, CA 92402 Direct (909)386-0281 Fax (909)386-0292 teff@fairviewford.com

From: Karee Keyser <KareeK@beaumontca.gov>
Sent: Thursday, February 11, 2021 9:50 AM
To: Todd Eff <teff@fairviewford.com>

Subject: RE: City of Beaumont - quote needed

Good morning Todd,

Just confirming this is not for a Titanium model, correct? If not, can you do a quote for one or do you not have that vehicle type in stock?

KAREE KEYSER

Solid Waste & Recycling Manager

City of Beaumont 550 E. 6th Street, Beaumont, Ca 92223 Desk (951) 572-3223 | Cell (951) 392-1293 BeaumontCa.gov

From: Todd Eff < teff@fairviewford.com > Sent: Monday, February 08, 2021 11:53 AM

To: Karee Keyser < KareeK@beaumontca.gov > Subject: RE: City of Beaumont - quote needed

Hi Karee,

Please see attached.

Best regards,

Todd Eff

Commercial Fleet Director

Item 3.



sticker is only representative of the information contained on an actual window not match the actual window sticker on the vehicle itself. Please see your retailer

VIN 3FA6P0MU0LR 253509

FUSION

2020 FUSION SEL HYBRID 2.0L IVCT I4 HEV **ECVT AUTO TRNS POWERSPLIT** Exterior OXFORD WHITE Interior

MEDIUM LIGHT STONEACTIVEX SEATING MATERIAL

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . EASY FUEL® CAPLESS FILLER
- . HEADLAMP COURTESY DELAY MIRRORS - HTD/PWR/MAN-FOLD
- TAIL LAMPS LED WIPERS - RAIN-SENSING

INTERIOR

- ACTIVEX SEATING MATERIAL
 CENTER CONSOLE W/STORAGE
- AUTO CLIMATE CONTROL
 W/CRUISE AND AUDIO CONTRO
- . ROTARY GEAR SHIFT DIAL DRV & 6-WAY PWR PASS FRONT/REAR

FUNCTIONAL

- AUDIO SPEAKERS 11
- FORDPASS CONNECT 4GWI-FI INTELLIGENT ACCESS WIPUSH
- REAR VIEW CAMERA REVERSE SENSING SYSTEM SMARTGAUGE W/ ECOGUIDE
- UNIVER GARAGE DOOR OPENER

SAFETY/SECURITY

- AIRBAGS DUAL STAGE FRONT MOUNTED SIDE IMPACT
- . LATCH CHILD SAFETY SYSTEM SECURILOCK® ANTI-THEFT SYS

WARRANTY

- . 5YR/60,000 POWERTRAIN
- . 8YR/100,000 HYBRID COMPON

- DRVR SIDEVIEW MIR-AUTO DIM . GLASS - SOLAR-TINTED
- HEADLAMPS-LED
- TURN SIG/APPRCH LAMP/MEM
- . TIRE INFLATOR/SEALANT KIT . 60/40 SPLIT FOLD REAR SEAT
- . AUTO-DIM ŘEARVIEW MIRROR
- **DUAL-ZONE ELECTRONIC**
- LEATHER WRAPPED STR WHEEL POWERPOINTS - 12V (2)
- SEATS HEATED, 10-WAY PWR
- . WINDOWS-1-TOUCH UP/DOWN
- ACTIVE NOISE CONTROL FORD CO-PILOT360
- HOTSPOT TELEMATICS MODEM
- **BUTTON START**
- REMOTE KEYLESS ENTRY.
- SIRIUSXMA® SVC N/A AK&HI SYNC3® 8" SCRN W/APPLINK®
- . VOICE ACTIVATED NAVIGATION
- AIRBAG-DRIVER/PASS KNEE
- . AIRBAGS FRONT SEAT
- . AIRBAGS SIDE AIR CURTAIN PERIMETER ALARM
- TPMS INDIVIDUAL
- . 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 ROADSIDE ASSIST

Price Information STANDARD VEHICLE

MSRP \$31,630

PRICE

Included on this Vehicle

EQUIPMENT GROUP 600A 17" SPARKLE SILVER ALUM WHEE

Optional Equipment

2020 MODEL YEAR OXFORD WHITE MD LT STN ACTIVEX ST MTRL .2.0L IVCT I4 HEV ECVT AUTO TRNS POWERSPLIT 50 STATE EMISSIONS ADAPTIVE CRUISE W/STOP & GO LANE KEEPING SYSTEM BLIS W/CROSS TRAFFIC ALERT.

FRONT LICENSE PLATE BRACKET

TOTAL VEHICLE & OPTIONS **DESTINATION & DELIVERY**

31,630 1,195

TOTAL MSRP

\$32,825

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".



43 **HIGHWAY MPG** 41

Estimated Annual Fuel Cost: \$

Ford

EXTENDED SERVICE PLAN

CITY MPG

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.

Subject to availability at time I sale

Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at www.Ford-ESP.com.

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58

https://www.vl.dealerconnection.com/Query/WindowSticker.asp?vin=3FA6P0MU0LR253...

Gosch

ey <assistance@goschford.dsmessage.com> oruary 11, 2021 10:43 AM

Subject:

RE: RE: RE: Gosch Ford Hemet





Hi Karee,

My apologies, to clarify yes anyone can buy this model but this quote will be specific for you. We understand that Covid has impacted multiple people and businesses so we strive to take care of our local companies whenever we get the chance. Your final price including taxes is \$34,608.63.

Best Regards,



This email was **sent to:** KareeK@beaumontca.gov. **From:** Gosch Ford Hemet 150 Carriage Circle Hemet, CA 92545

<u>Update Preferences</u> - to update your communication preferences. <u>Unsubscribe</u> - to stop all future email communications [REF_V1924656-1109194_NO]. <u>Terms and Conditions</u>

Direct Communication Notice

"We value your privacy. To learn about our collection and use of your personal information, read our https://www.goschfordhemet.com/notice-at-collection.htm

---- Original Message -----

FROM EMAIL: KareeK@beaumontca.gov TO: assistance@goschford.dsmessage.com

Sent: 2/11/2021 10:28:26 AM

SUBJECT: RE: RE: RE: Gosch Ford Hemet

Yes, it does!

KAREE KEYSER

Solid Waste & Recycling Manager

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 572-3223 | Cell (951) 392-1293

BeaumontCa.gov

From: Lorenzo Dudley <assistance@goschford.dsmessage.com>

Sent: Thursday, February 11, 2021 9:57 AM

To: Karee Keyser < Karee K@beaumontca.gov>

Subject: RE: RE: RE: Gosch Ford Hemet

Item 3.



New 2020 Ford

Fusion Energi Titanium Sedan VIN: 3FA6P0SU2LR171249 Stock: E200409





Time for a breakup? **WE'RE BUYING VEHICLES** FOR CASH.

WHAT'S IT WORTH?

Detailed Pricing

MSRP ¹ Price	\$35,995 Call for
	your Easy Way Price
Retail Bonus Cash Details	-\$2,000
Retail Customer Cash _{Details}	-\$2,500
Select Inventory Retail Customer Cash Details	-\$500
Trade-In Assistance Bonus Cash _{Details}	-\$1,000

+ See 5 Available Specials

MSRP¹

Detailed Pricing



\$35,995

Not ready to buy?

GET TRADE-IN OFFER

GET FINANCED ONLINE

We're here to help 760-279-8852

Exterior Color

White

Interior Color

Ebony

Body

Sedan

Transmission

Variable

Drivetrain

Front-wheel Drive

Engine

2.0L I-4 cyl

Highlighted Features

NAVIGATION SYSTEM

- ★ WIRELESS PHONE CONNECTIVITY
- ✓ SECURITY SYSTEM

Detailed Specifications

- + Warranty
- + Exterior
- + Functional
- + Interior
- + Safety
- + Standard Features

Dealer Notes

You won't want to miss this excellent value!

Worthy equipment and features in an attainable package with perfect midsize proportions! Top features include a split folding rear seat, speed sensitive wipers, front dual-zone air conditioning, and power front seats. Smooth gearshifts are achieved thanks to the efficient 4 cylinder engine, and for added security, dynamic Stability Control supplements the drivetrain.

Our experienced sales staff is eager to share its knowledge and enthusiasm with



Item 3.



Staff Report

TO: City Council

FROM: Doug Story, Assistant Director of Community Services

DATE March 2, 2021

SUBJECT: Approve the Purchase of a Ford F150 Super Crew Work Truck for the

Community Services Department in the Amount of \$28,019.44 from

Fairview Ford

Background and Analysis:

The Community Services Department is requesting the purchase of a new half ton work truck to replace a vehicle that was removed from the fleet due to collision damage. A claim was filed with the insurance company of the motorist who hit the City vehicle and a settlement check for the damaged vehicle was received for \$16,199.19. This is a critical piece of equipment for the Grounds and Building Maintenance division, especially as the division is about to enter into its busiest time of the year.

The Community Services Department received quotes from three (3) bidders: Fairview Ford, Sunrise Ford and Gosch Ford. The lowest quote received was Fairview Ford as summarized below:

- Fairview Ford \$28,019.44,
- Sunrise Ford \$29,510.70, and
- Gosch Ford \$39,850.00.

Fiscal Impact:

The total cost for purchasing the vehicle is \$28,019.44 and will be funded from Account 100-6050-8060-0000.

Recommended Action:

Approve and authorize the issue of a purchase order to Fairview Ford for one F150 Super Crew in the amount of \$28,019.44.

Attachments:

A. Vehicle Quotes





FAIRVIEW FORD SALES, INC FLEET AND TRUCK CENTER 740 WEST 2ND STREET P O BOX 1390

SAN BERNARDINO CA 92402

PHONE #:(909) 386-0281 FAX #:(909) 386-0292

==>		VEHICL	E ORDER	CONFI	RMATION	01/12/21 19:16:38 Dealer: F71156
		202	1 F-150			Page: 1 of 2
Orde	er No: 0000 Pri	ority: C2	Ord FI	N: ,	Order Type:	Price Level: 130
	PEP: 101A Cust/F				PO Number:	
		RETAIL				RETAIL
X1C	F150 4X2 S/C	\$34330			6500# GVWR	
	163.7" WBASE				CA BOARD FEES	NC
YZ	OXFORD WHITE				FRT LICENSE BKT	NC
С	CLOTH 40/20/40			425	50 STATE EMISS	NC
S	MED DARK SLATE			53B	CLASS IV HITCH	205
101A	EQUIP GRP	2280				
	.XL SERIES					
	.POWER EQUIP GRP			TOTAL	BASE AND OPTIONS	38510
	.CRUISE CONTROL			XL HI	GH DISCOUNT	(750)
	.REV SENSING SYS			TOTAL		37760
	.17"SILVER STEEL		-			410 12 MM 1-100
99P	2.7L V6 ECOBST	NC				
44G	ELEC 10-SPDAUTO					
	.245/70R-17 A/S					
X19	3.55 REG AXLE	NC				
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==>		: 2021	E-150			Page: 2 of 2
- 1	N. 0000 Ded				Order Type:	Price Level: 130
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TOIML		31100				

Item 4.



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

F-150

2021 F150 4X2 S/C 2.7L V6 ECOBOOST

ELEC TEN-SPEED AUTO W/TOW MODE

VIN 1FTEX1CP7MK D22886

OXFORD WHITE

Interior

MEDIUM DARK SLATEVINYL 40/20/40

FRONT SEAT

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . EASY FUELA® CAPLESS FILLER
- HALOGEN HEADLAMPS
- . HEADLAMPS AUTOLAMP
- . LOCKING REMOVABLE TAILGATE
- REAR, 170-DEGREE DOOR WIPERS-INTERMITTENT

INTERIOR

- . 60/40 FOLD-UP REAR BENCH **DUAL SUNVISORS**
- COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- **AUTO START STOP TECH** DYNAMIC HITCH ASSIST
- FORDPASS CONNECT 4G
- **GAS-CHARGED SHOCKS**
- OUTBOARD MNTD REAR SHOCKS
- PWR RACK AND PINION STEER SELECTSHIFT®

SAFETY/SECURITY

- AIRBAGS FRONT SEAT
- . AIRBAGS SAFETY CANOPY®
- SECURILOCK® ANTI-THEFT SYS TIRE PRESSURE MONIT SYS
- WARRANTY
- . 5YR/100,000 DIESEL ENGINE
- . 5YR/60,000 ROADSIDE ASSIST

DAYTIME RUNNING LAMPS

- . FULLY BOXED STEEL FRAME
- **HEADLAMPS AUTO HIGH BEAM** (ON/OFF)
- , PICKUP BOX TIE DOWN HOOKS
- . TRAILER SWAY CONTROL
- 4" PRODUCTIVITY SCREEN SEAT
- . MESSAGE CTR: OUTSIDE TEMP,
- . POWERPOINTS 12V
- . AUTO HOLD
- . CURVE CONTROL
- FAIL-SAFE COOLING SYSTEM
- HOTSPOT TELEMATICS MODEM
- . HILL START ASSIST
- . PRE-COLLISION ASSIST WAEB

REAR VIEW CAMERA

- ADVANCETRACA® WITH RSCA® MOUNTED SIDE IMPACT
- . CTR HIGH MOUNT STOP LAMP
- SOS POST-CRASH ALERT SYS 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 8YR/100,000 HYBRID BATTERY

Price Information STANDARD VEHICLE

MSRP \$34,330

PRICE

Included on this Vehicle

EQUIPMENT GROUP 101A XL SERIES

2,280

XL POWER EQUIPMENT GROUP CRUISE CONTROL

REVERSE SENSING SYSTEM

Optional Equipment

2021 MODEL YEAR

OXFORD WHITE DARK SLATE VINYL 40/20/40

17" SILVER STEEL WHEELS

2.7L V6 ECOBOOST

ELEC TEN-SPEED AUTO W/TOW

.245/70R 17 BSW ALL-SEASON

3.55 RATIO REGULAR AXLE 6500# GVWR PACKAGE

FRONT LICENSE PLATE BRACKET

50 STATE EMISSIONS

CLASS IV TRAILER HITCH VINYL 40/20/40 FRONT SEAT 205

TOTAL VEHICLE & OPTIONS DESTINATION & DELIVERY

36,815 1,695

TOTAL BEFORE DISCOUNTS

38.510 -750 XL HIGH DISCOUNT **TOTAL SAVINGS** -750

TOTAL MSRP

\$37,760

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

Vehicle Engine Information

CITY MPG 20 **HIGHWAY MPG** 26

Estimated Annual Fuel Cost: \$

Fuel Economy

Information



Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.



the Ford

Go Further

ford,com

F-150 IICLE DESCRIPTION

2021 F-150 4X2 SUPERCAB 145" WHEELBASE 2.71 V6 ECOBOOST ELEC TEN-SPEED AUTO W/TOW M

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR SPACE WHITE INTERIOR BLACK SPORT CLOTH40/CON/40

MK **D46671**

EPA DOT

Fuel Economy

28 combined city/hwy

Standard Pickup Trucks range from 14 to 27 MPG, The best vehicle rates 141 MPGe. MPG

Gasoline Vehicle

Ó

Fuel Economy and Environment

26 highway

\$1,750 Mou Spend

more in fuel costs average new vehicle. over 5 years compared to the

4.5 gallons per 100 miles

Annual fuel COSt

AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT ARBAGS - SAFETY CANDOY® - CTR HIGH MOUNT STOP LAMP SECURALOCK® ANT-THEIT SYS - SOS POST-CRASH ALEHT SYSTW - TIRE PRESSURE MONIT SYS

AUTO START STOP TECH
COUNCE CONTROL
PANAMIC HITCH ASSIST
FALL-SAFE COOLUNG SYSTEM
FORDPASS CONNECTIV 4G
HOTSPOT TELEMATICS MODEM

INTERIOR

-4" PRODUCUNITY SCREEN

-60/40 FOLD-UP REAR BENCH
SEAT

- DUAL SUNNISORS

- MESSAGE CTR- OUTBIDE TEMP,

COMPASS, THE COMPUTER

- POWERPOINTS - 12V

- TILT/TELESCOPE STR COLUMN

DAYTIME RUINING LAMPS
EASY PULP @ CAPESS FILLER
FULLY BOXED STEEL FRAME
HALOGEN HEADLAMPS
HEADLAMPS - AUTO HIGH BEAM
HEADLAMPS - AUTO LAMP

SAFETY/SECURITY ADVANCETRAC® WITH RSC®

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/100,000 DIESEL ENGINE • 5YR/60,000 POWERTRAIN
• 5YR/60,000 ROADSIDE ASSIST
• 8YR/100,000 HYBRID BATTERY

• GAS-CHARGED SHOCKS
• HILL STATA ASSISTS
• OUTBOARD MATD REAR SHOCKS
• PRE-COLLISION ASSIST W/AEB
• PWR RACK AND PINION STEER
• REAR VIEW CAMERA
• SELECTSHITT®

LOCKING REMOVABLE TAIL GATE
 PICKUP BOX TIE DOWN HOOKS
 REAR, 170-DEGREE DOOR
 TRAILER SWAY CONTROL
 WIPERS. INTERMITTENT

Fuel Economy & Greenhouse Gas Rating (raippe only) Smog Rating (talppe only

This webicle emits 406 grams CD₂ per mile. The trest emits 0 g distribution fuel also create emissions; learn more at fuelecono

only). Producing and 5

ctual results will vary for many reasons, including driving conditions and how you drive and maintain you bitle. The average new vehicle gets 27 MHG and nosts \$7,500 to fuel over 5 years. Cost estimates are assed on 15 500 miles par year at \$2,720 per gallon, MHGG is miles par gasoline gallon equivalent. Vehicle minssions are a significant cause of climate change and smog.

> 0 0 fueleconomy.gov

\$33,025.00

SASE PRICE FOTAL OPTIONS/OTHER PRICE INFORMATION

2,280.00

SERIES POWER EQUIPMENT GROUP INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 101A

CRUISE CONTROL
REVERSE SENSING SYSTEM

40,250.00 41,945,00

TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY TOTAL BEFORE DISCOUNTS XL HIGH DISCOUNT STX APPEARANCE DISCT XL HIGH STX WHEEL TOTAL SAVINGS

1,195.00 NO CHARGE NO CHARGE

OPTIONAL EQUIPMENT/OTHER

325,00 1,780.00

145.00

2717 WE ECOBOON STATEMENT OF ST

NO CHARGE NO CHARGE

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS Besed on the combined retings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight. Not Rated Overall Vehicle Score

Not Rated Not Rated Passenger Driver Frontal Crash

750.00 750.00 595.00 2,095.00

Based on the risk of Injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight. Not Rated Not Rated Front seat Side

Not Rated Based on the risk of injury in a side impact Rear seat Rollover Crash

1,000,00

PRIVACY GLASS
20° 6-SPOKE MAGNETIC PKT WHLS
STX SPORT CLOTH 40/CON/40

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327 4236 Based on the risk of rollover in a single-vehicle crash.

Whether you decide to lease or finance your webtide, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

-ORD CRIMOT

71-3652 O/T 2 CONVOY

\$39,850.00

TOTAL MSRP

CD27 IAMP ONE

FORD F-SERIES ASSESSORA'S DEST SELLING

43 YEARS

For equipped vehicles, The FordPeas Connect" modern is active and sending vehicle data (e.g., degnostics) to Ford, See in-vehicle Settings for connectivity options.

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Sord | FORD PROTECT

Insist on Fard Probact. The only extended service plant fully backed by Ford each forced at every Ford deelership in the U.S., Canada and Medox See your Ford dealer or visit www.Ford/burner.com.

SCAN OR TEXT 1FMKD46871 TO 48026

www.ford.com/hsip/privacy-terms/

MARNING: Operating, servicing and maintaining a passenger vehicle, pickup fack, van, or off-read bead, which are expose you to obernicasi including engine exhaust; carbon monoxide, phihadates, and lead, which are forour by the State of California to cause carene and brith defeacts or other perpoducitive harm. To minimize exposure, and breating exhaust, do not ide the engine except as necessary, service your wehich in a well-wentilated area and weet gloves or weak your hards frequently when servicing your rethicle. For more information go to www.PG5Wennings.ca.gov/passenger-vehicle.

01/29/2021

MA042 N RB 2X 130 000930 01 04 21

This label is affixed persuant to the Federal Automobile information before a Calefrag Lesses, and Title Fees, Stein and Local laxes an not included. Dealer installed options or accessories are not included series lessed above.

2202101117364



Staff Report

TO: City Council

FROM: Jeff Mohlenkamp, Finance Director

DATE March 2, 2021

SUBJECT: FY 2021 General Fund and Wastewater Fund Budget to Actual

through January 2021

Background and Analysis:

City staff has updated the analysis of the General Fund and Wastewater Fund for FY2021 with results through January.

This analysis of the budget to actual results for FY2021 is included in the attached spreadsheets.

Fiscal Impact:

There is no financial impact to this report.

Recommended Action:

Receive and file the attached reports.

Attachments:

- A. FY2021 General Fund Budget to Actual Report through January 2021
- B. FY2021 Wastewater Fund Budget to Actual Report through January 2021

2021 General Fund Budget to Actual through January 2021



City of Beaumont, CA

SubCategory Fund: 100 - GENERAL FUND Revenue	2018-2019 YTD Activity Through Per			2019-2020 'TD Activity 'hrough Per	2020-2021 YTD Activity Through Per			2021 Budget	FY 2021 Estimated Results		
Category: 40 - TAXES	۲.	2 440 260	۲.	2 112 026	۲,	2 600 106	۲.	C 174 COF	\$	6,150,000	
400 - Real Property Taxes	\$	2,140,268	\$	3,112,026	\$	3,609,196	\$	6,174,605	\$	305,000	
403 - Personal Property Taxes	\$	-	\$	254,416	\$	210,630	\$	267,137	\$	3,020,000	
406 - Franchise Fees	\$	172,278	\$	6,790,280	\$	1,755,048	\$	3,019,846			
409 - Sales Taxes	\$	2,381,765	\$	2,393,141	\$	3,153,023	\$	5,725,048	\$	6,400,000	
420 - Other Taxes	\$	984,152	\$	975,407	\$	1,143,701	\$	7,133,745	\$	7,150,000	
Total Category: 40 - TAXES:	\$	5,678,463	\$	13,525,271	\$	9,871,597	\$	22,320,381	\$	23,025,000	
Category: 41 - LICENSES											
430 - Business Licenses	\$	86.392	\$	138,185	\$	211,628	\$	325,000	\$	335.000	
Total Category: 41 - LICENSES:	\$	86,392		138,185		211,628		325,000	\$	335,000	
3 ,	~	00,552	٣	150,105	Ψ.		Y	323,000	•	200,000	
Category: 42 - PERMITS									Φ.	4 000 000	
450 - Building Permits	\$	3,031,882	\$		\$	965,049	\$	2,200,000	\$	1,800,000	
453 - Inspections	\$	192,893	\$	112,172		192,351	\$	210,000	\$	335,000	
456 - Other Permits	\$	364,573	\$	252,003	\$	309,251	\$	417,500	\$	420,000	
515 - Public Works	_\$_	263	\$	-	\$	-	\$	-			
Total Category: 42 - PERMITS:	\$	3,589,611	\$	1,706,691	\$	1,466,650	\$	2,827,500	\$	2,555,000	
Category: 45 - INTERGOVERNMENTAL											
465 - State	\$	20,062	\$	-	\$	-	\$	-			
470 - Local	\$	9,257	\$	2,550	\$	-	\$	-			
Total Category: 45 - INTERGOVERNMENTAL:	\$	29,319	\$	2,550	\$	-	\$	-	\$	-	
Category: 47 - CHARGES FOR SERVICE											
500 - Sanitation	\$	4,209,446	\$	112,615	\$	115,403	\$	-			
505 - Animal Control	\$	51,421		53,002	\$	43,208	\$	119,450	\$	75,000	
510 - Community Development	\$	3,846	\$	2,878	\$	2,358	\$	5,500	\$	4,700	
515 - Public Works	\$	8,329	\$	4,387	\$	43,520	\$	7,900	\$	69,000	
JIJ TUDIK WOLKS	ب	0,323	ب	7,507	ڔ	+3,320	7	7,500	Ψ	00,000	

525 - Abatements	\$	5,052	\$	31,212	\$	40,521	\$	54,500	\$	65,000
530 - Public Safety	\$	115,765	\$	136,146	\$	136,094	\$	537,850	\$	485,000
535 - Facilities	\$	126,368	\$	75,238	\$	57,223	\$	125,000	\$	110,000
540 - Programs	\$	78,687	\$	69,457	\$	500	\$	20,000	\$	6,000
545 - Other	\$	68,331	\$	28,433	\$	76,204	\$	148,200	\$	139,000
SubCategory	·	,	·	•		,		,	•	,
Total Category: 47 - CHARGES FOR SERVICE:	\$	4,667,245	\$	513,369	\$	515,031	\$	1,018,400	\$	953,700
Category: 50 - FINES AND FORFEITURES										
555 - Vehicle	\$	35,986	\$	42,716	\$	35,135	\$	70,000	\$	67,000
557 - Other	\$	13,700	\$	21,673	\$	33,356	\$	45,000	\$	43,000
Total Category: 50 - FINES AND FORFEITURES:	\$	49,686	\$	64,389	\$	68,491	\$	115,000	\$	110,000
Category: 53 - COST RECOVERY										
465 - State	\$	8,139	\$	24,854	\$	-	\$	25,000	\$	25,000
565 - Other Income	\$	291,640	\$	363,819	\$	434	\$	334,000	\$	280,000
Total Category: 53 - COST RECOVERY:	\$	299,779	\$	388,673	\$	434	\$	359,000	\$	305,000
Category: 54 - MISCELLANEOUS REVENUES										
560 - Investment Earnings	\$	484	\$	76,299	\$	29,141	\$	170,000	\$	360,000
Ğ	·		·	,		•	·	•	Ψ	000,000
FCF Other leasure	¢	0.274	,	150 142	۲.	410.020	۸.	154 500	\$	420.000
565 - Other Income	-\$ \$	8,274	\$ \$	150,142	\$ \$	419,029	\$ \$	154,500	\$	780,000
Total Category: 54 - MISCELLANEOUS REVENUES:	\$	8,759	>	226,441	>	448,170	>	324,500	Φ	700,000
Category: 58 - OTHER FINANCING SOURCES									_	
595 - Sale of Assets	\$	16,649	\$	13,417	\$	-	\$	15,000	\$	-
							4			
599 - Other	\$	7,500	\$	-	\$	-	\$	-		
599 - Other Total Category: 58 - OTHER FINANCING SOURCES:	\$ \$	7,500 24,149	\$ \$	13,417	\$ \$	-	\$	15,000	\$	-
		•	_	13,417		<u> </u>		15,000	\$	-
Total Category: 58 - OTHER FINANCING SOURCES:		•	_	13,417 1,408,140		3,945,159		15,000 8,549,581	\$	8,500,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS	\$	24,149	\$	•	\$	3,945,159 3,945,159	\$,	•	8,500,000 8,500,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers	\$ \$ \$	24,149 (190,108)	\$ \$ \$	1,408,140	\$ \$	-,,	\$ \$ \$	8,549,581	\$	
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue:	\$ \$ \$	24,149 (190,108) (190,108)	\$ \$ \$	1,408,140 1,408,140	\$ \$	3,945,159	\$ \$ \$	8,549,581 8,549,581	\$ \$	8,500,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense	\$ \$ \$	24,149 (190,108) (190,108)	\$ \$ \$	1,408,140 1,408,140	\$ \$	3,945,159	\$ \$ \$	8,549,581 8,549,581	\$ \$	8,500,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue:	\$ \$ \$	24,149 (190,108) (190,108) 14,243,295	\$ \$ \$	1,408,140 1,408,140 17,987,126	\$ \$ \$	3,945,159 16,527,160	\$ \$ \$	8,549,581 8,549,581 35,854,362	\$ \$	8,500,000 36,563,700
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES	\$ \$ \$	24,149 (190,108) (190,108)	\$ \$ \$	1,408,140 1,408,140	\$ \$	3,945,159	\$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560	\$ \$ \$	8,500,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES 600 - SALARIES AND WAGES	\$ \$ \$ \$	24,149 (190,108) (190,108) 14,243,295 6,056,986 2,871,447	\$ \$ \$ \$	1,408,140 1,408,140 17,987,126 6,842,973 4,037,947	\$ \$ \$ \$	3,945,159 16,527,160 7,101,223 3,635,210	\$ \$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560 6,073,295	\$ \$ \$	8,500,000 36,563,700 12,700,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES 600 - SALARIES AND WAGES 610 - BENEFITS	\$ \$ \$ \$	24,149 (190,108) (190,108) 14,243,295 6,056,986	\$ \$ \$ \$	1,408,140 1,408,140 17,987,126 6,842,973	\$ \$ \$	3,945,159 16,527,160 7,101,223	\$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560	\$ \$ \$	8,500,000 36,563,700 12,700,000 5,950,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES 600 - SALARIES AND WAGES 610 - BENEFITS 615 - OTHER Total Category: 60 - PERSONNEL SERVICES:	\$ \$ \$ \$	24,149 (190,108) (190,108) 14,243,295 6,056,986 2,871,447 410,497	\$ \$ \$ \$	1,408,140 1,408,140 17,987,126 6,842,973 4,037,947 541,586	\$ \$ \$ \$	3,945,159 16,527,160 7,101,223 3,635,210 334,920	\$ \$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560 6,073,295 478,509	\$ \$ \$	8,500,000 36,563,700 12,700,000 5,950,000 610,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES 600 - SALARIES AND WAGES 610 - BENEFITS 615 - OTHER	\$ \$ \$ \$	24,149 (190,108) (190,108) 14,243,295 6,056,986 2,871,447 410,497	\$ \$ \$ \$	1,408,140 1,408,140 17,987,126 6,842,973 4,037,947 541,586	\$ \$ \$ \$	3,945,159 16,527,160 7,101,223 3,635,210 334,920	\$ \$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560 6,073,295 478,509	\$ \$ \$	8,500,000 36,563,700 12,700,000 5,950,000 610,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES 600 - SALARIES AND WAGES 610 - BENEFITS 615 - OTHER Total Category: 60 - PERSONNEL SERVICES: Category: 65 - OPERATING COSTS	\$ \$ \$ \$ \$ \$	24,149 (190,108) (190,108) 14,243,295 6,056,986 2,871,447 410,497 9,338,930	\$ \$ \$ \$ \$	1,408,140 1,408,140 17,987,126 6,842,973 4,037,947 541,586 11,422,506	\$ \$ \$ \$ \$	3,945,159 16,527,160 7,101,223 3,635,210 334,920 11,071,352	\$ \$ \$ \$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560 6,073,295 478,509 19,731,364	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,500,000 36,563,700 12,700,000 5,950,000 610,000 19,260,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES 600 - SALARIES AND WAGES 610 - BENEFITS 615 - OTHER Total Category: 60 - PERSONNEL SERVICES: Category: 65 - OPERATING COSTS 650 - UTILITIES	\$ \$ \$ \$ \$ \$	24,149 (190,108) (190,108) 14,243,295 6,056,986 2,871,447 410,497 9,338,930 1,053,295	\$ \$ \$ \$ \$ \$	1,408,140 1,408,140 17,987,126 6,842,973 4,037,947 541,586 11,422,506	\$ \$ \$ \$ \$ \$	3,945,159 16,527,160 7,101,223 3,635,210 334,920 11,071,352	\$ \$ \$ \$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560 6,073,295 478,509 19,731,364 1,548,533	\$ \$ \$ \$ \$ \$ \$ \$ \$	8,500,000 36,563,700 12,700,000 5,950,000 610,000 19,260,000 1,720,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES 600 - SALARIES AND WAGES 610 - BENEFITS 615 - OTHER Total Category: 60 - PERSONNEL SERVICES: Category: 65 - OPERATING COSTS 650 - UTILITIES 655 - ADMINISTRATIVE	\$ \$ \$ \$ \$ \$ \$	24,149 (190,108) (190,108) 14,243,295 6,056,986 2,871,447 410,497 9,338,930 1,053,295 195,928	\$ \$ \$ \$ \$ \$ \$	1,408,140 1,408,140 17,987,126 6,842,973 4,037,947 541,586 11,422,506 1,015,274 228,387	\$ \$ \$ \$ \$ \$	3,945,159 16,527,160 7,101,223 3,635,210 334,920 11,071,352 988,827 264,036	\$ \$ \$ \$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560 6,073,295 478,509 19,731,364 1,548,533 354,623	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,500,000 36,563,700 12,700,000 5,950,000 610,000 19,260,000 1,720,000 364,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES 600 - SALARIES AND WAGES 610 - BENEFITS 615 - OTHER Total Category: 60 - PERSONNEL SERVICES: Category: 65 - OPERATING COSTS 650 - UTILITIES 655 - ADMINISTRATIVE 660 - FLEET COSTS	\$ \$ \$ \$ \$ \$	24,149 (190,108) (190,108) 14,243,295 6,056,986 2,871,447 410,497 9,338,930 1,053,295 195,928 184,211	\$ \$ \$ \$ \$ \$ \$	1,408,140 1,408,140 17,987,126 6,842,973 4,037,947 541,586 11,422,506 1,015,274 228,387 224,975	\$ \$ \$ \$ \$ \$ \$	3,945,159 16,527,160 7,101,223 3,635,210 334,920 11,071,352 988,827 264,036 212,486	\$ \$ \$ \$ \$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560 6,073,295 478,509 19,731,364 1,548,533 354,623 369,669 741,619	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,500,000 36,563,700 12,700,000 5,950,000 610,000 19,260,000 1,720,000 364,000 375,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES 600 - SALARIES AND WAGES 610 - BENEFITS 615 - OTHER Total Category: 60 - PERSONNEL SERVICES: Category: 65 - OPERATING COSTS 650 - UTILITIES 655 - ADMINISTRATIVE 660 - FLEET COSTS 665 - PROGRAM COSTS	\$ \$ \$ \$ \$ \$ \$	24,149 (190,108) (190,108) 14,243,295 6,056,986 2,871,447 410,497 9,338,930 1,053,295 195,928 184,211 364,119 202,513	\$ \$ \$ \$ \$ \$ \$	1,408,140 1,408,140 17,987,126 6,842,973 4,037,947 541,586 11,422,506 1,015,274 228,387 224,975 466,293 170,061	\$ \$ \$ \$ \$ \$ \$	3,945,159 16,527,160 7,101,223 3,635,210 334,920 11,071,352 988,827 264,036 212,486 464,116 380,611	\$ \$ \$ \$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560 6,073,295 478,509 19,731,364 1,548,533 354,623 369,669 741,619 820,510	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,500,000 36,563,700 12,700,000 5,950,000 610,000 19,260,000 1,720,000 364,000 375,000 767,000 760,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES 600 - SALARIES AND WAGES 610 - BENEFITS 615 - OTHER Total Category: 60 - PERSONNEL SERVICES: Category: 65 - OPERATING COSTS 650 - UTILITIES 655 - ADMINISTRATIVE 660 - FLEET COSTS 665 - PROGRAM COSTS 670 - REPAIRS AND MAINTENANCE	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,149 (190,108) (190,108) 14,243,295 6,056,986 2,871,447 410,497 9,338,930 1,053,295 195,928 184,211 364,119	\$ \$ \$ \$ \$ \$ \$ \$	1,408,140 1,408,140 17,987,126 6,842,973 4,037,947 541,586 11,422,506 1,015,274 228,387 224,975 466,293	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3,945,159 16,527,160 7,101,223 3,635,210 334,920 11,071,352 988,827 264,036 212,486 464,116	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560 6,073,295 478,509 19,731,364 1,548,533 354,623 369,669 741,619 820,510 541,570	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,500,000 36,563,700 12,700,000 5,950,000 610,000 19,260,000 364,000 375,000 767,000 760,000 385,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES 600 - SALARIES AND WAGES 610 - BENEFITS 615 - OTHER Total Category: 60 - PERSONNEL SERVICES: Category: 65 - OPERATING COSTS 650 - UTILITIES 655 - ADMINISTRATIVE 660 - FLEET COSTS 665 - PROGRAM COSTS 670 - REPAIRS AND MAINTENANCE 675 - SUPPLIES	\$ \$ \$ \$ \$ \$ \$ \$	24,149 (190,108) (190,108) 14,243,295 6,056,986 2,871,447 410,497 9,338,930 1,053,295 195,928 184,211 364,119 202,513 177,457	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,408,140 1,408,140 17,987,126 6,842,973 4,037,947 541,586 11,422,506 1,015,274 228,387 224,975 466,293 170,061 163,549	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3,945,159 16,527,160 7,101,223 3,635,210 334,920 11,071,352 988,827 264,036 212,486 464,116 380,611 133,287	\$ \$ \$ \$ \$ \$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560 6,073,295 478,509 19,731,364 1,548,533 354,623 369,669 741,619 820,510	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,500,000 36,563,700 12,700,000 5,950,000 610,000 19,260,000 364,000 375,000 767,000 760,000 385,000 410,000
Total Category: 58 - OTHER FINANCING SOURCES: Category: 90 - TRANSFERS 900 - Transfers Total Category: 90 - TRANSFERS: Total Revenue: Expense Category: 60 - PERSONNEL SERVICES 600 - SALARIES AND WAGES 610 - BENEFITS 615 - OTHER Total Category: 60 - PERSONNEL SERVICES: Category: 65 - OPERATING COSTS 650 - UTILITIES 655 - ADMINISTRATIVE 660 - FLEET COSTS 665 - PROGRAM COSTS 670 - REPAIRS AND MAINTENANCE 675 - SUPPLIES 680 - SPECIAL SERVICES	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	24,149 (190,108) (190,108) 14,243,295 6,056,986 2,871,447 410,497 9,338,930 1,053,295 195,928 184,211 364,119 202,513 177,457 3,867,120	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,408,140 1,408,140 17,987,126 6,842,973 4,037,947 541,586 11,422,506 1,015,274 228,387 224,975 466,293 170,061 163,549 469,316	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3,945,159 16,527,160 7,101,223 3,635,210 334,920 11,071,352 988,827 264,036 212,486 464,116 380,611 133,287 139,665	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,549,581 8,549,581 35,854,362 13,179,560 6,073,295 478,509 19,731,364 1,548,533 354,623 369,669 741,619 820,510 541,570 612,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	8,500,000 36,563,700 12,700,000 5,950,000 610,000 19,260,000 364,000 375,000 767,000 760,000 385,000

SubCategory 699 - OTHER \$ 952,777 \$ 1,180,164 \$ 1,564,016 \$ 1,538,766 Total Category: 65 - OPERATING COSTS: \$ 8,354,733 \$ 5,998,203 \$ 5,500,503 \$ 13,852,348 \$ 12,671,000 Category: 70 - CAPITAL IMPROVEMENTS 700 - EQUIPMENT 700 - EQUIPMENT 701 - STRUCTURE 705 - VEHICLE 706 - CAPITAL IMPROVEMENTS: \$ 234,586 \$ 264,394 \$ 273,816 \$ 310,000 710- STRUCTURE 707 - CONTINGENCY 707 - CONTINGENCY 707 - CONTINGENCY 700 - Total Category: 77 - CONTINGENCY: \$ - \$ - \$ 23,274 \$ 150,001 \$ 75,000 Category: 90 - TRANSFERS: \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 Total Fund: 100 - GENERAL FUND: \$ (3,703,939) \$ 308,456 \$ (389,345) \$ 1,635,833 \$ 3,802,700	697 - ADMIN OVERHEAD	\$ (356,000)	\$ (375,000)	\$ -	\$ -		
Total Category: 65 - OPERATING COSTS: \$ 8,354,733 \$ 5,998,203 \$ 5,500,503 \$ 13,852,348 \$ 12,671,000 Category: 70 - CAPITAL IMPROVEMENTS 700 - EQUIPMENT \$ 166,187 \$ 32,501 \$ 48,755 \$ 180,000 \$ 175,000 703 - FURNITURE \$ - \$ 6,466 \$ - \$ - \$ - 705 - VEHICLE \$ 68,399 \$ 213,466 \$ 264,394 \$ 273,816 \$ 310,000 710 - STRUCTURE \$ - \$ 23,274 \$ 150,001 \$ 75,000 \$ 75,000 \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 \$ 270,000 \$ 270,000 \$ 270,000 \$ 270,000 \$ 270,000 <	<u> </u>	\$ 952,777	\$ 1,180,164	\$ 1,564,016	\$ 1,538,766		
Category: 70 - CAPITAL IMPROVEMENTS 700 - EQUIPMENT \$ 166,187 \$ 32,501 \$ 48,755 \$ 180,000 \$ 175,000 703 - FURNITURE \$ - \$ 6,466 \$ - \$ 5 \$ - \$ 5 \$ 310,000 705 - VEHICLE \$ 68,399 \$ 213,466 \$ 264,394 \$ 273,816 \$ 310,000 710 - STRUCTURE \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -						\$	
Total Category: 90 - TRANSFERS Total Category: 90 - TRANSFERS Total Expense: Total Expense: Total Expense: Total Expense: Total Expense: Total Expense: \$ 16,187 \$ 32,501 \$ 48,755 \$ 180,000 \$ 175,000	Total Category: 65 - OPERATING COSTS:	\$ 8,354,733	\$ 5,998,203	\$ 5,500,503	\$ 13,852,348	\$	12,671,000
703 - FURNITURE 705 - VEHICLE 705 - VEHICLE 705 - VEHICLE 710 - STRUCTURE Total Category: 70 - CAPITAL IMPROVEMENTS: \$	Category: 70 - CAPITAL IMPROVEMENTS						
705 - VEHICLE \$ 68,399 \$ 213,466 \$ 264,394 \$ 273,816 \$ 310,000 710 - STRUCTURE \$ - \$ - \$ - \$ - \$ - \$ Total Category: 70 - CAPITAL IMPROVEMENTS: \$ 234,586 \$ 252,433 \$ 313,150 \$ 453,816 \$ 485,000 Category: 77 - CONTINGENCY \$ - \$ - \$ 23,274 \$ 150,001 \$ 75,000 Total Category: 77 - CONTINGENCY: \$ - \$ - \$ 23,274 \$ 150,001 \$ 75,000 Category: 90 - TRANSFERS 900 - Transfers \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 Total Category: 90 - TRANSFERS: \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 Total Expense: \$ 17,947,234 \$ 17,678,670 \$ 16,916,505 \$ 34,218,529 \$ 32,761,000	700 - EQUIPMENT	\$ 166,187	\$ 32,501	\$ 48,755	\$ 180,000	\$	175,000
Total Category: 90 - TRANSFERS: S	703 - FURNITURE	\$ -	\$ 6,466	\$ -	\$ -		
Total Category: 70 - CAPITAL IMPROVEMENTS: \$ 234,586 \$ 252,433 \$ 313,150 \$ 453,816 \$ 485,000 Category: 77 - CONTINGENCY	705 - VEHICLE	\$ 68,399	\$ 213,466	\$ 264,394	\$ 273,816	\$	310,000
Category: 77 - CONTINGENCY 770 - CONTINGENCY Total Category: 77 - CONTINGENCY: \$ - \$ - \$ 23,274 \$ 150,001 \$ 75,000 Category: 90 - TRANSFERS 900 - Transfers \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 Total Category: 90 - TRANSFERS: \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000	710 - STRUCTURE	\$ -	\$ -	\$ -	\$ -		
770 - CONTINGENCY Total Category: 77 - CONTINGENCY: \$ - \$ - \$ 23,274 \$ 150,001 \$ 75,000 \$ 75,000 Category: 90 - TRANSFERS 900 - Transfers \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 Total Category: 90 - TRANSFERS: \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000	Total Category: 70 - CAPITAL IMPROVEMENTS:	\$ 234,586	\$ 252,433	\$ 313,150	\$ 453,816	\$	485,000
Total Category: 77 - CONTINGENCY: \$ - \$ - \$ 23,274 \$ 150,001 \$ 75,000 Category: 90 - TRANSFERS 900 - Transfers \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 Total Category: 90 - TRANSFERS: \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000	Category: 77 - CONTINGENCY						
Category: 90 - TRANSFERS 900 - Transfers \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 Total Category: 90 - TRANSFERS: \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 Total Expense: \$ 17,947,234 \$ 17,678,670 \$ 16,916,505 \$ 34,218,529 \$ 32,761,000	770 - CONTINGENCY	\$ -	\$ -	\$ 23,274	\$ 150,001	\$	
900 - Transfers \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 Total Category: 90 - TRANSFERS: \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 Total Expense: \$ 17,947,234 \$ 17,678,670 \$ 16,916,505 \$ 34,218,529 \$ 32,761,000	Total Category: 77 - CONTINGENCY:	\$ -	\$ -	\$ 23,274	\$ 150,001	\$	75,000
Total Category: 90 - TRANSFERS: \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 Total Expense: \$ 17,947,234 \$ 17,678,670 \$ 16,916,505 \$ 34,218,529 \$ 32,761,000	Category: 90 - TRANSFERS						
Total Category: 90 - TRANSFERS: \$ 18,985 \$ 5,528 \$ 8,227 \$ 31,000 \$ 270,000 Total Expense: \$ 17,947,234 \$ 17,678,670 \$ 16,916,505 \$ 34,218,529 \$ 32,761,000	900 - Transfers	\$ 18,985	\$ 5,528	\$ 8,227	\$ 31,000	\$	270,000
Total Expense: \$ 17,947,234 \$ 17,678,670 \$ 16,916,505 \$ 34,218,529 \$ 32,761,000		•			·	Ψ	0,000
Total Expense: \$ 17,947,234 \$ 17,678,670 \$ 16,916,505 \$ 34,218,529 \$ 32,761,000							
Total Expense: \$ 17,947,234 \$ 17,678,670 \$ 16,916,505 \$ 34,218,529 \$ 32,761,000							
	Total Category: 90 - TRANSFERS:	\$ 18,985	\$ 5,528	\$ 8,227	\$ 31,000	\$	270,000
Total Fund: 100 - GENERAL FUND: \$ (3,703,939) \$ 308,456 \$ (389,345) \$ 1,635,833 \$ 3,802,700	Total Expense:	\$ 17,947,234	\$ 17,678,670	\$ 16,916,505	\$ 34,218,529	\$	32,761,000
	Total Fund: 100 - GENERAL FUND:	\$ (3,703,939)	\$ 308,456	\$ (389,345)	\$ 1,635,833	\$	3,802,700

FY 2021 Waste Water Fund - through January 2021



City of Beaumont, CA

	2	2018-2019	2	2019-2020	2	2020-2021	FY	2021 Budget	FY	2021	
	Y	TD Activity	Y	TD Activity	Y	TD Activity				timated	
	TI	hrough Per	TI	rough Per	TI	hrough Per				sults	
SubCategory									110	Suits	
Fund: 700 - WASTEWATER FUND											
Revenue											
Category: 50 - FINES AND FORFEITURES											
557 - Other	Ś	3,500	\$	-	\$	1,946	Ś	-	\$	2,000	
Total Category: 50 - FINES AND FORFEITURES:	\$		\$	-	\$	1,946		-	\$	2,000	
Category: 53 - COST RECOVERY											
565 - Other Income	\$	-	\$	6,236	\$	-	\$	6,300	\$	6,000	
Total Category: 53 - COST RECOVERY:	\$	-	\$	6,236	\$	-	\$	6,300	\$	6,000	
Category: 54 - MISCELLANEOUS REVENUES											
560 - Investment Earnings	\$	24,678	\$	26,907	\$	7,093	\$	37,500	\$	30,000	
Total Category: 54 - MISCELLANEOUS REVENUES:	\$	24,678	\$	26,907	\$	7,093	\$	37,500	\$	30,000	
Category: 56 - PROPRIETARY REVENUES											
570 - WasteWater	\$	4,447,838	\$	5,010,337	\$	5,100,143	\$	10,849,000	\$	10,900,000	Revenues tracking at or above
									,	-,,	budget
Total Category: 56 - PROPRIETARY REVENUES:	<u> </u>	4,447,838	\$	5,010,337	\$	5 100 1/13	Ġ	10,849,000	S.	10,900,000	budget
.	Ą	4,447,030	Ą	3,010,337	Ą	3,100,143	Ą	10,043,000	Ψ	10,500,000	
Category: 58 - OTHER FINANCING SOURCES											
595 - Sale of Assets	\$		\$	-	\$	-	\$	-			
599 - Other	\$	831	_	780	\$	-	\$	-			
Total Category: 58 - OTHER FINANCING SOURCES:	\$	1,466	Ş	780	\$	-	\$	-			
Category: 90 - TRANSFERS											
900 - Transfers	\$	(100,000)	_	-	\$	-	\$	-			
Total Category: 90 - TRANSFERS:	\$	(100,000)		-	\$	-	\$				
Total Revenue:	\$	4,377,482	\$	5,044,260	\$	5,109,181	\$	10,892,800	\$	10,938,000	
Expense											
Category: 60 - PERSONNEL SERVICES											
600 - SALARIES AND WAGES	\$	237,900		653,705		646,794		1,340,577	\$	1,190,000	
610 - BENEFITS	\$	94,836	-	215,238		209,119		501,401	_	387,000	
615 - OTHER	\$	4,448		10,957		9,932		17,572		17,000	Parsonnal costs tracking below
Total Category: 60 - PERSONNEL SERVICES:	\$	337,184	\$	879,900	Ş	865,846	\$	1,859,549	\$	1,594,000	Personnel costs tracking below budget
Category: 65 - OPERATING COSTS											
650 - UTILITIES	\$	439,683	\$	478,275	\$	502,965	\$	827,821			tracking above budget
655 - ADMINISTRATIVE	\$	110,134	\$	91,840	\$	131,353		291,216		270,000	
660 - FLEET COSTS	\$	4,783	\$	17,102	\$	21,157		31,980	\$	35,000	
670 - REPAIRS AND MAINTENANCE	\$	18,106	\$	38,412	\$	23,539	\$	60,695	\$	58,000	

675 - SUPPLIES	\$ 133,577	\$ 98,447	\$ 208,709	\$ 379,610	\$ 377,000	
690 - CONTRACTUAL SERVICES	\$ 795,490	\$ 356,817	\$ 454,136	\$ 1,062,563	\$ 985,000	tracking below budget
697 - ADMIN OVERHEAD	\$ 306,000	\$ 325,000	\$ -	\$ -		
699 - OTHER	\$ 11,721	\$ 91,003	\$ 43,570	\$ 480,137	\$ 385,000	
Total Category: 65 - OPERATING COSTS:	\$ 1,819,495	\$ 1,496,897	\$ 1,385,428	\$ 3,134,022	\$ 2,990,000	Savings expected in operating
						costs
Category: 70 - CAPITAL IMPROVEMENTS						
700 - EQUIPMENT	\$ 1,832	\$ -	\$ 24,319	\$ 153,638	\$ 145,000	
750 - OTHER	\$ -	\$ -	\$ -	\$ 103,804	\$ 100,000	
Total Category: 70 - CAPITAL IMPROVEMENTS:	\$ 1,832	\$ -	\$ 24,319	\$ 257,442	\$ 245,000	
Category: 90 - TRANSFERS						
900 - Transfers	\$ -	\$ 3,013,215	\$ 3,334,344	\$ 5,641,787	\$ 5,641,787	
Total Category: 90 - TRANSFERS:	\$ -	\$ 3,013,215	\$ 3,334,344	\$ 5,641,787	\$ 5,641,787	
Total Expense:	\$ 2,158,510	\$ 5,390,011	\$ 5,609,937	\$ 10,892,800	\$ 10,470,787	
Total Fund: 700 - WASTEWATER FUND:	\$ 2,218,972	\$ (345,752)	\$ (500,756)	\$ -	\$ 467,213	

Assessment: The Waste Water Fund is trending to have a surplus between \$400K and \$500K. This is due in large part to expenditures (personnel and operating) tracking lower than budget.



Staff Report

TO: City Council

FROM: Kristine Day, Assistant City Manager

DATE March 2, 2021

SUBJECT: Public Hearing Continued to March 16, 2021, Regarding Revisions to

the Approved City Prior Year Capital Improvement Project Plan and the Fiscal Year 2021 – 2025 Capital Improvement Project Plans

Background and Analysis:

City staff anticipated that proposed amendments would be ready for City Council consideration at this meeting and published a legal advertisement on February 20, 2021, to notice a public hearing to be held on March 2, 2021, to discuss revisions to the approved prior year capital improvement project plan (CIP) and the Fiscal Year 2021 – 2025 CIP. There remains some outstanding project accounting work to complete and City staff is requesting that this public hearing be opened to allow for any comments and to be continued to March 16, 2021.

Fiscal Impact:

Legal publication and staff time costs is estimated to be \$335.

Recommended Action:

Open the public hearing and continue to the City Council Meeting of March 16, 2021.



Staff Report

TO: City Council

FROM: Edgar Trenado, IT Manager

DATE March 2, 2021

SUBJECT: Authorize a Contract with Nth Generations in the Amount of

\$179,897.12 for a Disaster Recovery and Backup Solution to Include

Implementation and a 5-Year Support Service

Background and Analysis:

The City's Information Technology (I.T.) Department issued a request for proposals (RFP) from qualified vendors through PublicPurchase.com for a robust backup and disaster recovery solution. PublicPurchase.com is an online portal for public projects that is viewable by contractors and consultants throughout the country.

The existing backup system is no longer adequate to meet the growing technological needs of the organization and is in need of replacement. The goal is to create a reliable disaster recovery plan by implementing a 30TB local backup appliance at City Hall and the Police Department, with cloud storage replication that incorporates the following solutions:

- 1. Backup schedule to meet retention mandates,
- CJIS compliance for backup at Police Department,
- 3. Immutable backup for ransomware mitigation and business continuity, and
- 4. Cloud storage to provide National Institute of Standards in Technology compliance, and a full disaster recovery options for emergency incidents.

The proposal was viewed by 32 companies throughout the country and six responded. One RFP was disqualified, and the five qualified proposals were:

Vendor	Pricing	Options	Support	Total
HelixStorm	\$246,288.56	\$246,600.00	5yr	\$492,888.56
ITSAVVY	\$184,288.56		5yr	\$184,288.56
ConvergeOne	\$203,459.57		5yr	\$203,459.57
Nth Generation	\$162,017.12	\$17,600.00	5yr	\$179,617.12
Computing, Inc.				
NEXTX Information	\$139,219.58	\$202,290.90	3yr/2yr	\$341,510.48
Systems Inc.				
Image Source	\$345,170.04	\$141,750.00	5yr	\$486,920.04

Nth Generation Computing, Inc. (Nth), was selected as the preferred vendor. Their proposal includes a 5-year support service on all hardware and software provided.

Fiscal Impact:

The fiscal impact to the General Fund with the proposed solution is \$179,897.12 which is a current line item in the adopted budget FY 20/21.

Recommended Action:

Authorize the City Manager to execute a contract with Nth Generation, Computing, Inc., in the amount of \$179,897.12 for a disaster recovery and backup solution to include implementation and a 5-year support service.

Attachments:

- A. Professional Services Contract
- B. Proposal

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTORError! Bookmark not defined.

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 2 day of March, 2021, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Nth Generation Computing, Inc. whose address is 17055 Camino San Bernardo, San Diego, CA 92127 ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide Back Up and Disaster Recovery Solution; and
- B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. <u>Term of Agreement</u>. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
- 2. <u>Services to be Performed.</u> CONTRACTOR agrees to provide the services ("Services") as follows: Back Up and Disaster Recovery Solution per Exhibit "A" and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates ______ as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.
- 3. <u>Associates and Subcontractors</u>. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.
 - 4. Compensation.

- 4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed \$183,529.10.
- 4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.
- 4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:
 - a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
 - b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
 - c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.
- 4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. <u>Obligations of CONTRACTOR</u>.

- 5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.
- 5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

2

- 5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.
- 5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.
- 5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.
- 5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.
- 5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.
- 5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.
- 5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.
- 5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.
- 6. <u>Insurance</u>. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and

agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

- 6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.
- 6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.
- 6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.
- 6.04 Optional Insurance Coverage. Choose and check one: Required _X_/Not Required ____; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. <u>General Conditions pertaining to Insurance Coverage</u>

- 7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.
- 7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

- 7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.
- 7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
- 7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. <u>Indemnification</u>.

- 8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.
 - a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.
 - b. Without affecting the rights of CITY under any provision of this

Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. <u>Additional Services, Changes and Deletions</u>.

- 9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.
- 9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. <u>Termination of Agreement</u>.

- 10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.
- 10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. <u>Status of CONTRACTOR</u>.

- 11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.
- 11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.
- 11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this

Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

- 12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.
- 12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.
- 12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

- 13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.
- 13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7

- 13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.
- 13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.
- 13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.
- 13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.
- 13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.
- 13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.
- 13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

8

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:	CONTRACTOR:
CITY OF BEAUMONT	
By: Todd Parton, City Manager	By:
	Print Name:
	Title:

EXHIBIT "A"

PROPOSAL

(insert behind this page)

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)





Nth Generation Computing, Inc.'s Response to

DATA BACKUP AND RECOVERY SOLUTION

Request for Proposal (RFP) for: City of Beaumont



Submittal Deadline: 2/19/2021 @ 10:00am



Table of Contents

Cov	ver Letter	3
	Company Information	
	Vendor References	
	Product Requirements	
	Rubrik Installation Service and Maintenance	
5.	Disaster Recovery	10
6.	Project Plan	10
7.	Pricing	11
8.	Features Table	13

Confidentiality Notice

This Nth Generation Proposal and all associated documents and attachments contained and included herewith, includes proprietary and confidential data that shall not be disclosed outside of Client Companies and Nth Generation Computing, Inc. and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. This restriction does not limit any right to use information contained in this proposal if it is obtained from another source without restriction.



Cover Letter

February 19, 2021

Attention:
City of Beaumont
Edgar Trenado
Information Technology Manager
etrenado@beaumontca.gov

RE: Nth Generation Computing, Inc.'s Proposal to City of Beaumont RFP for Back Up and Disaster Recovery Solution

Dear Mr. Trenado,

Nth Generation Computing, Inc. ("Nth") is pleased to present herein our proposal in response to City of Beaumont's ("City" or "Client") RFP for Back Up and Disaster Recovery Solution.

Nth is proposing a Rubrik solution to meet the City's needs. The Rubrik CDM software solution that Nth is proposing is an all-inclusive converged package requiring no additional footprint such as master and media servers, proxy servers, a reporting server, etc. outside of the on-premise Rubrik clusters. The included Features Table in section 8 details how our solution provides the City's desired features and functionality.

The required information for both Nth and Rubrik is provided herein.

Thank you in advance for your anticipated professional courtesy and consideration. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Joyce Russell

Joyce Russell

Joyce Russell
EVP/CFO
Nth Generation Computing, Inc.
17055 Camino San Bernardo
San Diego, CA 92127
858-451-2383
888-674-4684 (fax)
joyce.russell@nth.com

Katherine Hayes

Katherine Hayes
Enterprise Account Manager
Nth Generation Computing, Inc.
17055 Camino San Bernardo
San Diego, CA 92127
858-451-2383
888-674-4684 (fax)
katherine.hayes@nth.com



1. Company Information

1.1 Company Name:

Nth Generation Computing, Inc. (Partner/Manufacturer: Rubrik, Inc.)

1.2 Company address:

Nth: 17055 Camino San Bernardo, San Diego, CA 92127

Rubrik, Inc.: US Headquarters: 1001 Page Mill Road, Bldg 2 Palo Alto, CA

1.3 Company phone number:

Nth: 858-451-2383

Rubrik, Inc.: Telephone: 1-844-4RUBRIK

1.4 How long has your company or division been providing on-premises and cloud backup and recovery solutions?

Rubrik has been providing on-premises and cloud backup and recovery solutions since 2014.

1.5 Do you install the equipment or use subcontractors?

Nth's partner, Rubrik, will install the equipment and employs their own professional services delivery teams.

1.6 Do you install the equipment or use subcontractors?

Nth's partner, Rubrik, has hardware on-hand and usually ships to customers sites within 10 business days.

1.7 How many employees do you have?

Nth employs approximately 70 employees and Rubrik employs 1,600 employees.

1.8 How many Microsoft, Fortinet, HP, and Cisco certified engineers do you have and what level?

Nth holds the HPE Platinum Service One/Service Now partnership and associated certifications for engineering and sales. Due to our partnership level and certifications Nth is able to deliver services on behalf of HPE.

Rubrik has expertise with Rubrik platform and integrating into Microsoft on-premises applications and Azure/M365. Rubrik networking is very straightforward and easy to configure and have a well-documented port guide for access applications both on-premises and cloud. Rubrik also produces a quarterly security hardening guide to keep up with the latest cybersecurity threats.

1.9 How many Microsoft, Fortinet, HP, and Cisco certified engineers do you have and what level? Rubrik will follow the city's COVID recommendations. Rubrik can be on-site if request or can perform all installation/configuration functions remotely.



2. Vendor References

Customer Organization	Reference Contact
City of Manhattan Beach	Phat (pronounced Pat) Tran
	310-802-558 1400
	Highland Ave Manhattan Beach, CA 90266
Monterey County Office of	Francisco Garcia
Education	831-755-0323
	901 Blanco Cir Salinas, CA 93901
Yuba County	Joseph Oates
	530-749-5626
	915 8 th St Marysville, CA 95901
City of Chandler	Andy Sandoval
	480-748-5463
	215 E. Buffalo St, Chandler, AZ 85225
Maricopa County Sheriff's Office	Robert Brooks
	480-280-0860
	550 W Jackson St, Phoenix, AZ 85003

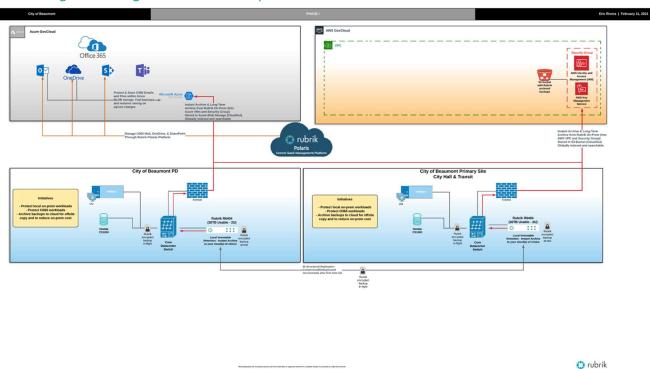
3. Product Requirements

- 3.1 Rubrik Product Proposal for City of Beaumont
- 3.1.1 Product description
- 3.1.1.1 Rubrik R6404 (2) appliance with 30TB of usable capacity
- 3.1.1.2 3 years of hardware & software support (8am 8pm M-F)
- 3.1.1.3 Rubrik Cloud Data Management (RCDM) for the data center (Rubrik's turnkey appliances) Core software (unlimited on-prem applications integration and replication) with one of the industries only built-in data immutability, cannot be turned off or compromised by ransomware
- 3.1.1.4 Rubrik CloudOut (long-term archiving)
- 3.1.1.5 Rubrik Continuous Data Protection (Built in near-zero data loss technology for critical tier 0/1 VMWare workloads at no additional cost)
- 3.1.1.6 Rubrik GPS Central management for all Rubrik workloads
- 3.1.1.7 Rubrik Office 365 Backup Subscription for M365 application protection



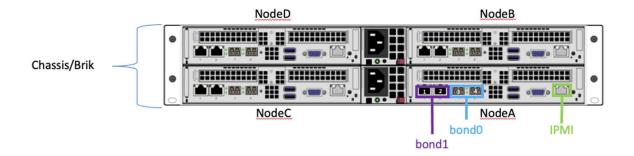
- 3.1.1.8 Rubrik Polaris Radar Analyze backup data to find anomalies to pinpoint files that have been affected by ransomware and have a precise remediation
- 3.1.1.9 Cloud native instances 100 instances can be protected for AWS EC2, Azure, or GCP cloud workloads
- 3.1.2 Describe Rubrik's Solution for this Proposal

High level design overview with on-premises and cloud data flow



- 3.1.3 Desired Features spreadsheet included with the packet. Digital copy is on thumb drive
- 3.1.4 IT Network Requirements
- 3.1.4.1 Node port breakdown. Bond0 will be default data/management data flow. IPMI is 1GB for hardware troubleshooting

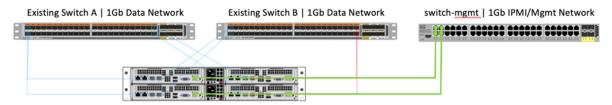




- 1. 10GBaseT port eth0, bond1
- 2. 10GBaseT port eht1, bond1
- 3. 10GbE/25GbE port eth2, bond0
- 4. 10GbE/25GbE port eth3, bond0

3.1.4.2 Cabling diagram

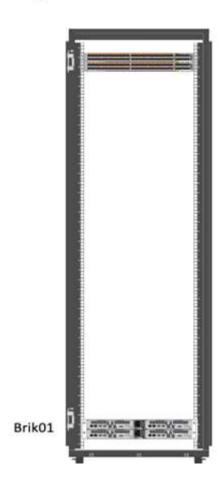
City Hall/Transit & PD Datacenter



3.1.4.3 Rack Diagram. Each Rubrik appliance is 2U, weight 86lbs, Max Power Consumption 1023 Watts, and 3490 BTU/hour



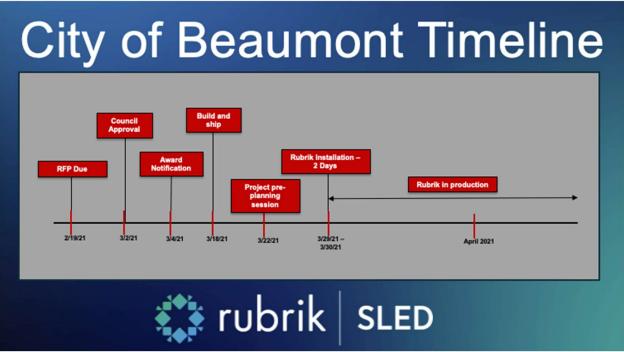
City Hall/Transit & PD Datacenter





4. Rubrik Installation Service and Maintenance

4.1 Rubrik Project Timeline



- 4.2 As part of Rubrik's professional services deployment, the sales team and professional services team will collect all environmental information, physical power and network, as well as new cluster names, DNS, gateway, assigned IP addresses for the cluster and application info to make the deployment of the solution go a smooth as possible on date of installation
- 4.3 Please see our End User License Agreement at this link: https://www.rubrik.com/wp-content/uploads/2018/06/Rubrik-EULA.pdf
- 4.4 Please see our Support Services Policy at this link: https://www.rubrik.com/wp-content/uploads/2018/03/Rubrik-Support-Services-Policy.pdf
- 4.5 Rubrik upgrades are performed by customer support. Simply open a case and support will take care of the rest and coordination
- 4.6 All technical issues will be handled by customer support. You can either open a case online or via email.
- 4.7 As a part of post installation services, Nth will add Cloud (City's existing AWS or Azure) as a target for backups.
 - Add the City's existing public cloud (AWS or Azure) target into the backup software as a defined "library" with the proper creds and secret keys.
 - Add the library as a target to an existing backup repository or storage policy with retention parameters.
 - Using a new or existing policy, run some test backups and make sure the backup job data gets copied to the cloud library with validation.
 - Attempt to restore sample data from the cloud library to ensure it works both ways and make any final changes needed for customer policies.
 - Any scope in addition to the initial setup and configuration or any additional licenses or subscriptions are not included and will require a scoping discussion and involve Nth's Change Control process.

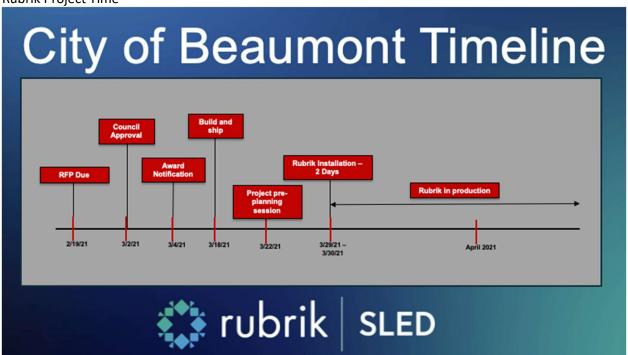


5. Disaster Recovery

- 5.1 Malfunctioning equipment (failover) Rubrik operates in a scale-out cluster model with erasure coding. Each of our solutions have four nodes for built-in non-disruptive failover scenarios
- 5.2 Loss of one site Rubrik will be able to provide live mount capability for your applications to run directly off Rubrik storage to secondary VMWare environment. This will provide the city the ability to get services back online very quickly
- 5.3 **Ransomware** Rubrik's filesystem is natively immune to ransomware. It is a write-once read many append only file system so if the city is hit with Ransomware, the city will be able to recover from your last backup taken. Rubrik is also going to provide the city with our advanced anomaly detection, not only to have immutable backups, but to pinpoint exactly which files or machines were affected by Ransomware to further reduce any downtime but preserve good data in the environment
- 5.4 **Loss of power** Rubrik appliances have dual power supplies and recommend splitting power between two different PDU's and circuits
- 5.5 Loss of access to the building Rubrik has capabilities to be managed by any web browser that has access to the network it is residing on. City IT can VPN and have access to Rubrik UI
- 5.6 **Destruction of data** Rubrik provides a destruction process for equipment that is traded in or swapped out by support

6. Project Plan

6.1 Rubrik Project Time





- 6.2 Based on RFP timeframe and key dates, equipment should be built and shipped to city's site on 3/18/2021. There will be a project pre-planning session with the sales team, professional services (PM and Install Engineer), and City IT to discuss all the necessary information needed to bootstrap and configure the Rubrik appliances
- 6.3 Knowledge transfer and documentation will be provided during the installation from the install engineer
- 6.4 Install engineer will provide all testing and acceptance from City IT and will send out daily updates with completed and outstanding items
- 6.5 On-site post support assistance will be provided for hardware related issues. All software post support issues will be handled by our central customer service time with 24x7x365 support.
- 6.6 Wasabi will connect Rubrik to cloud repository.

7. Pricing

- 7.1 One time cost for hardware, installation, and configuration services
- 7.2 One time cost for software and training
- 7.3 Ongoing cost, including a list of all licenses, annual maintenance costs and ongoing support
- 7.4 Hourly rates for out of contract work
- 7.5 Any other fees
- 7.6 Provide 5-year pricing for support on all equipment and licensing
- 7.7 Include part and model numbers for all proposed equipment
- 7.8 All cost associated with responding to this RFP are the sole responsibility of the responding vendor.

Please see Nth's solution pricing in the table below:

Part #	Qty	Description	Price (per unit)	Extended Price
		Rubrik Backup & DR Solution 5 Years		
RBK-R6404S-	2	r6404s Appliance, 4-node, 48TB raw	\$14,218.07	\$28,436.14
HW-01		HDD, 1.6TB SSD, SFP+ NIC		
RBK-CMPLT- R6404	2	One (1) month of Rubrik Complete Edition for r6404, incl. RCDM, Polaris GPS, CloudOut, 100 instances/VMs of cloud native protection and Basic Support, subscription prepay, limit 1 per customer, M-F 8am-	\$46,702.00	\$93,404.00
RBK-SVC-BASIC- HW	2	8pm support 60 Months Basic Support for hardware, prepay, M-F 8am-8pm support	\$7,928.00	\$15,856.00
RBK-F3M-CBL- 01	2	Fiber Optic OM3 LC/LC Cable, 3M, pack of 4	\$241.00	\$482.00
RBK-SFP-TSR-01	4	10G/1G Dual Rate SFP+ Transceiver, pack of 4	\$1,661.00	\$6,644.00



RBK-SVC-	1	Rubrik Remote Consulting for Complete	\$1,445.00	\$1,445.00
CMPLT-RMOT		edition, must be used within 6 months		
		of purchase, prepay		
RBK-POL-RADAR	30	One (1) month of Polaris Radar, incl.	\$574.19	\$17,225.90
		Premium Support,		
		per FETB per month, subscription		
		prepay		
		Wasabi Cloud 5 Years		
RCS-45TB-5Y	1	Reserved Capacity Storage 45TB 5Years	\$16,157.00	\$16,157.00
WS-PS	1	Wasabi Premium Support	\$1,123.00	\$1,123.00
			Sub total	\$180,773.04
			Taxes	\$2,756.06
		So	olution Total	\$183,529.10

Resource Pricing (out of contract work)

For additional services outside of this project scope, Nth charges daily resource costs for custom development, on-site implementation or engineering support and training as follows:

• On-site implementation engineer (Rubrik Skill Set)*: \$350.00 per hour, minimum 1 day (8 hours)

For Rubrik add-on support programs, you can download the document at this link: https://www.rubrik.com/wp-content/uploads/2018/03/DATA-SHEET-Rubrik-Proactive-Add-On-Support-Program.pdf

^{*}Project Manager is included for the duration of On-site implementation.



8. Features Table

Desired Feature	Nth/Rubrik Response
Maintain an in-house backup solution, hardware, and software, for general operations (disk-to-disk)	Rubrik CDM software is an all-inclusive converged package requiring no additional footprint such as master and media servers, proxy servers, a reporting server, etc. outside of the on-premise Rubrik clusters.
Utilize a hosted environment for remote backup, backup replication/archiving, and extended retention schedules. (disk-to-cloud)	Rubrik has a very simple methodology of integrating with cloud providers to enable remote backup and backup replication/archiving to meet your extended retention schedules. Rubrik is cloud agnostic and can tie in with all the major cloud providers including on-premise NFS or Object storage if the city wants to keep sensitive data on-premise
Ability to access the hosted environment backups in the event of an infrastructure collapse to mimic virtualized datacenter environment for DR purposes	Rubrik has technology called CloudOn to convert on-premise VMs to either AWS EC2 instances or Azure VHD instances for cloud DR or migration services. For this RFP, we are proposing Wasabi as the Cloud provider of choice.
Features and Functionality	Nth/Rubrik Response
Easy/intuitive secure interface and management	Rubrik's HTML5 web UI is very intuitive to learn and use. Most of our customers learning curves are less than a week. Rubrik also provides a robust REST API library to help City IT automate repetitive restore operations, for example, refreshing test/dev servers after the backups complete with no human interaction
Easy to manage - backups, restores, policies, archiving, etc.	Rubrik has many customer success stories where organizations were spending a lot of time managing legacy backup products but was able to cut that time significantly down and focus on other projects that drove the business



Reporting on backup errors or anomalies (e.g., High change rates)	Rubrik has built a SaaS solution (no additional on-premise infrastructure needed) that is AI-ML driven to analyze backup data to find anomalies like high change rates and high levels of encryption from backup to backup. This will alert City IT and a detailed analysis will be provided on what files were affected. This solution won best security product at VMWorld and Rubrik is not a security company
Default auto protect of new VMs	Rubrik can apply our SLA domain at different level of your VMware architecture, Cluster/Host, folder, or VM level. If SLA domain is set a Cluster/host or folder level, any new VM associated at those levels will automatically inherit the SLA domain and be auto protected
Must be capable of VM level backups and restores of whole VMs	This feature is one of the many VM restore options within Rubrik
Must be capable of native database level SQL backups and restores	Rubrik supports native SQL backup and restores and also provides live mount option to spin database instances off of the Rubrik appliance to SQL servers for test/dev functions or for critical situations
Fast recovery times	Rubrik has won many awards for our backup and recovery speeds. With our latest software release we add another 5x performance boost for VMWare and 2x performance boost for SQL
'Instant' restore - spin up a VM on the backup system to quickly get it back running while it is being live migrated back to the production system	Rubrik's "instant" restore functionality is called live mount. Rubrik supports this for VMWare, SQL, and Oracle. Rubrik presents data directly from Rubrik appliance to the application via secure NFS or CIFS and automatically mounts to the application. Once a VM is live mounted off Rubrik City IT can vMotion back to production SAN
Intraday snapshots	Yes, this is supported within Rubrik SLA domain. Rubrik also has built-in continuous data protection so you can have near-zero data loss up to 4 hours on your critical VMWare servers
Out of the box reporting for auditing, capacity planning, and forecasting	Rubrik has many built-in reports for auditing, capacity, and forecasting. Also, as part of the call home feature, your sales engineer will have access to your cluster



	statistics and analytics for capacity and forecast trending
Capable of fine granularity (file level, point in time, etc.)	Rubrik can restore down to the file level at any point that a backup was perform. Files can easily be searched and sorted from latest copy to oldest
The system must provide logs of backup/restore activity	Rubrik logs all activities done by all users. Rubrik has Active Directory and Multifactor authentication ability as well as role-based access for tighter controls in Rubrik.
Able to spin up a VM quickly and easily from a backup copy in isolation to retrieve data, test a patch	Rubrik's City IT would VM live mount. Rubrik presents data directly from Rubrik appliance to the application via secure NFS and automatically mounts to the vCenter with the option to disable network interface. Once a VM is live mounted City IT can test patches or updates against the newly created VM. Once the testing/patching is completed, dismount from Rubrik and the VM will be cleaned from vCenter
Ability to quickly restore a deleted file/folder or restore an older version of a file	Rubrik's robust search engine can search entire backup data and quickly locate file/folders that need to be restored. The search goes against all backups on-premise and cloud storage
Ability to quickly restore a virtual server	Rubrik has many quick restore options for VMWare, live mounting, live mounting drives only, and instant restore (running production VM on Rubrik storage)
Ability to restore a physical server to a replacement physical server or Capacity to support existing storage size and easily scale to increase capacity in a costeffective manner without substantially increasing the backup window	Rubrik does support BMR with matching processor families
Ability to recover from Ransomware	Rubrik's Atlas filesystem in natively immutable to ransomware. Rubrik has several customer success stories where they were hit by ransomware and were able to recover all their data from Rubrik and avoid paying any ransom
Ability to backup machines with different operating systems (Current environment is Windows only)	Rubrik supports all currently supported Windows Server operating systems. If City IT has older Windows versions, we can still



	backup at the VM level and perform restores
Restore files/folders based on search criteria (file/folder names, location, and attributes) across multiple backup copies. Geodiversity of replication hardware	Rubrik's robust search engine can search entire backup data and quickly locate file/folders that need to be restored. The search goes against all backups on-premise and cloud storage
Restore entire VM Hosts to bare-metal	This feature is one of the many VM restore options within Rubrik
Restore VMs as new VM not original	This feature is one of the many VM restore options within Rubrik
Provide continued functionality in the event of a power loss from outside the network	Rubrik will continue to function if on UPS and has network access to hosts it is protecting
Provide continued functionality in the event of a disaster that limits access to the building for a short or extended time	Rubrik will continue to function if on UPS and has network access to hosts it is protecting. If outgoing internet connection is down archiving will be queued until the link is back online
Flexible, Hardware-Agnostic replication	Rubrik can replicate to another Rubrik appliance or Rubrik software and agnostic to any archive location
Electronic transmission of city data must be encrypted	Rubrik provides in-flight and at-rest encryption for all data that is being protected
Service Level Agreement specifying Recovery Time Objectives and Recovery Point Objective and Ability to support long term data archival to	Rubrik's SLA domain engine simplifies backup policies by simply telling it how often to take the backup, for how long to keep it, and where to store the data (either local appliance or cloud storage)
Third party local storage	Rubrik would configure your local third- party storage as an archive target to Rubrik then we can configure our simple and power SLA domain engine to direct long- term data to move at a specific age in the lifecycle
Proprietary cloud - native to the platform and support granular file level recovery (to minimize cloud read and egress costs) or Third-party cloud (Example: AWS and Azure)	Rubrik would assist to configure your cloud storage bucket as an archive target to Rubrik then we can configure our simple and power SLA domain engine to direct long-term data to move at a specific age in the lifecycle. We support tiering within cloud tiers or you can directly archive to cold storage reducing your cloud spend. Rubrik also sends compressed/dedupe data



	so there is no need to rehydrate the data just to get it to the cloud
System Solution	Nth/Rubrik Response
Detailed documentation of required steps for proper backup and recovery	This documentation will be provided by install engineer as the environment is being installed, configured, and tested
Ability to meet HIPAA (Health Insurance Portability and Accountability Act)	Rubrik meets HIPAA standards and has many healthcare customers and data leveraging the Rubrik solution
Ability to meet CJIS (Criminal Justice Information Services) requirements	Rubrik meets CJIS standards and has many law enforcement customers and data leveraging the Rubrik solution. Rubrik can provide compliancy statement if needed
Ability to meet CIS (Center for Internet Security) standards	Rubrik uses the CIS benchmarks inputs for what we define for hardening standards and good practices at Rubrik
Follow NIST (National Institute of Standards in Technology)	Rubrik has directly obtained the NIST validated cryptographic module certificate (https://csrc.nist.gov/Projects/Cryptographi c-Module-Validation-Program/Certificate/2658)
Ability to perform searches on archived files in the event of a legal requirement	Every file that is protected with Rubrik is searchable with our global search features no matter if the data lives on-premise on Rubrik appliance or archived into cloud storage. Also, specific backups and be placed on legal hold if necessary
System Requirements	Nth/Rubrik Response
Retaining backup - the City requires the following:	
~ Once per 4 hours, retain for 2 days	This retention can be easily achieved with Rubrik SLA domain
~ Once per day, retain for 30 days	This retention can be easily achieved with Rubrik SLA domain
~ Once per month, retain for 12 months	This retention can be easily achieved with Rubrik SLA domain
~ Once per year, retain for 5 years	This retention can be easily achieved with Rubrik SLA domain



*The more granular the backups can be kept with little storage impact, the better.	There is very little storage impact for having more restore points
**"Infinite Cloud" advertised by some vendors is strongly preferred.	Rubrik maintains storage efficiencies in cloud storage to keep data storage cost to a minimum
Ability to do automated restore testing including service start verification of VMs	This can be achieved through Rubrik REST API automation. We have several customers leveraging this functionality to automate testing daily backups
Separate backup definitions and retention schedules for different VMs/Machines	This would be achieved creating two or more SLA domains and assigned to different folders/VMs
Must do backups with minimal performance impact to the production servers and to the network during normal business hours 6am – 6pm M-F	Rubrik performs a first time and incremental forever backup going forward so all additional backups are very efficient and minimal performance impact
The solution must provide its own local storage hardware for primary backup	Rubrik appliance comes with its own local immutable storage, compute, and networking that can easily scale-out
Ability to export backups to external drives	Yes, as long as server is registered to Rubrik and has valid drive letter
Must have an effective method to restore from local/cloud storage when the backup appliance is not available (Example: Backup appliance gets destroyed in a fire)	Rubrik can recover from a replicated appliance or mount cloud backups from replacement appliance or virtual instance to recover data



Ensuring CJIS
Security Policy
Compliance with
Wasabi

Table of Contents

Executive Overview 3

Introduction – CJIS Security Policy Overview 4

CJIS Security Policy Data Privacy and Security Implications 4

Wasabi Hot Storage Overview 4

Ensuring CJIS Security Policy Compliance with Wasabi Hot Storage 5

Physical Security 5

Secure Network Architecture 5

Data Privacy and Security 5

Data Durability and Protection 6

Customer Responsibilities 6

CJIS Security Addendums 6

Conclusion 6

Additional Information 7

About Wasabi 8



Executive Overview

Wasabi is an affordable and fast cloud storage service. Law enforcement agencies can use Wasabi for a variety of purposes including primary storage, secondary storage for backup or disaster recovery, and cold storage for data archival. Wasabi is ideal for maintaining and storing a wide variety of law enforcement application data and digital content including criminal justice information (CJI).



The U.S. <u>Criminal Justice Information Services (CJIS) Security Policy</u> has established minimum security requirements and controls to protect criminal justice information such as biometric data, digital evidence and electronic criminal records. The Federal Government does not provide a formal CJIS Security Policy assessment or certification process. Instead, individual law enforcement agencies are responsible for ensuring their IT systems and practices comply with the Security Policy.

Law enforcement agencies can use Wasabi to store and maintain CJI in accordance with the CJIS Security Policy statute. Wasabi uses security best practices and technologies to ensure the physical security of its facilities and to maintain the privacy, security and integrity of electronic data and digital records. In addition, following a thorough audit, the Wasabi service was awarded the official CJIS ACE Compliance Seal by Diverse Computing, a trusted third-party law enforcement agency solution provider with deep CJIS audit and compliance expertise.

This white paper provides an overview of the Criminal Justice Information Services Security Policy and explains how Wasabi helps law enforcement agencies comply with CJIS guidelines for safeguarding the privacy of criminal justice information.



Introduction - CJIS Security Policy Overview

The Criminal Justice Information Services Division of the FBI gives federal, state and local law enforcement and criminal justice agencies controlled access to a wide range of criminal justice information such as digital fingerprint records, arrest and stolen property reports, criminal records, and digital evidence such as dashboard and body-worn camera video.

A wide variety of agencies, external organizations and individuals may need to access CJI. To that end, the CJIS has established a Security Policy defining the minimum set of security controls required for interacting with CJI. The CJIS Security Policy applies to every individual—contractor, private entity, non-criminal justice agency representative, or member of a criminal justice entity—with access to, or who administers criminal justice services and information including private contractors such as cloud service providers. All private contractors who process CJI must sign the CJIS Security Addendum, a uniform agreement that ensures the contractor's IT systems and practices are consistent with the CJIS Security Policy.

While the CJIS provides uniform information security requirements, guidelines, and agreements, the Security Policy is left to the individual states and local jurisdictions to interpret. Specific administrative, technical and contractual requirements vary from state to state, and from locality to locality.

CJIS Security Policy Data Privacy and Security Implications

The CJIS Security Policy specifies 13 Policy Areas for safeguarding CJI, including provisions for maintaining data security and privacy. Law enforcement agencies must ensure digital information, electronic records, and personally identifiable information (PII) are not deleted improperly, corrupted, tampered with, or disclosed to unauthorized individuals. Agencies must put strong security systems and practices in place to protect access to confidential data and to safeguard the integrity of electronic records throughout their lifecycle. The rules apply to data and records maintained on-premises, in a hosted facility (colocation center), or in the cloud.

The CJIS does not offer a formal Security Policy accreditation process. The onus is on the individual agency to ensure its IT systems and practices comply with state and local CJIS data privacy and security requirements.

Wasabi engaged Diverse Computing, a respected third-party law enforcement agency solution provider to evaluate Wasabi's security architecture, systems and practices for CJIS Security Policy compliance. Diverse Computing solutions are used by of 1,600 agencies across the U.S. and the company is a recognized authority in CJIS audit and compliance. After a thorough review, the company awarded Wasabi its official CJIS ACE Compliance Seal.

Wasabi Hot Storage Overview

Wasabi hot storage is affordable, fast and reliable cloud object storage—for any purpose. Unlike legacy cloud storage services with confusing storage tiers and complex pricing schemes, Wasabi hot storage is easy to understand and implement, and cost-effective to scale. One product, with predictable and straightforward pricing, supports virtually every cloud storage application.



Law enforcement agencies can use Wasabi for:

- Low-cost primary storage for on-premises or cloud-based applications
- Economical secondary storage for backup, disaster recovery in the cloud, or data migration initiatives
- Affordable and reliable archival storage for long-term data retention

Wasabi hot storage is ideal for a wide variety of <u>law enforcement agency applications</u> including:

- Electronic records storage and retention
- Digital evidence preservation
- Body, dashboard and surveillance camera video retention
- Electronic imaging and biometric data storage

Ensuring CJIS Security Policy Compliance with Wasabi Hot Storage

Law enforcement agencies can use Wasabi to store and maintain CJI in accordance with CJIS security regulations. The Wasabi cloud storage service is engineered to ensure the protection, privacy and integrity of customer data. The service is built and managed according to security best practices and standards, with CJIS security guidelines in mind, and has received the CJIS ACE Compliance Seal from Diverse Computing.

Wasabi takes a "defense-in-depth" approach, employing multiple layers of security to address relevant CJIS Security Policy Areas. Wasabi ensures the physical security of its data centers; institutes strong authentication and authorization controls for all its cloud compute, storage and networking infrastructure; and encrypts data at rest and in transit to safeguard CJI.

Physical Security

The Wasabi service is hosted in premier Tier IV data center facilities that are highly secure, fully redundant, and certified for SOC-2 and ISO 27001 compliance. Each site is staffed 24/7/365 with on-site security personnel to protect against unauthorized entry. Security cameras continuously monitor the entire facility—both indoors and outdoors. Biometric readers and two-factor or greater authentication mechanisms secure access to the building. Each facility is unmarked so as not to draw attention from the outside.

Secure Network Architecture

Wasabi employs advanced network security elements, including firewalls and other boundary protection devices to monitor and control communications at internal and external network borders. These border security devices segregate customers and regulate the flow of communications between networks to prevent unauthorized access to Wasabi infrastructure and services.

Data Privacy and Security

Wasabi supports a comprehensive set of data privacy and security capabilities to prevent unauthorized disclosure of CJI. Strong user authentication features tightly control access to stored data. Access control lists (ACLs) and administratively defined policies selectively grant read/write and administrative permissions to users, groups of users, and roles.



Wasabi encrypts data at rest and data in transit to prevent leakage and ensure privacy. All data stored on Wasabi is encrypted by default to protect data at rest. And all communications with Wasabi are transmitted using HTTPS to protect data in transit.

Data Durability and Protection

Wasabi hot storage is engineered for extreme data durability and integrity. Wasabi provides eleven 9s object durability, protecting data against hardware failures and media errors. In addition, Wasabi supports an optional <u>data immutability</u> capability that protects data against administrative mishaps or malicious attacks.

An immutable object cannot be deleted or modified by anyone—including Wasabi. Wasabi data immutability protects the integrity of CJI, mitigating the most common causes of data loss and tampering including accidental file deletions, viruses and ransomware.

Customer Responsibilities

Wasabi customers typically interface with the Wasabi service using third-party file management applications and backup tools. To ensure CJIS Security Policy compliance, IT personnel must ensure the storage management tools and applications they use are configured to take advantage of Wasabi security features. For example, HTTPS must be enabled to encrypt data in transit. In addition, customers must encrypt all content and data (with the exception of surveillance, bodycam and dashboard cam video) prior to uploading it to Wasabi. Additionally, Wasabi gives you the option of where you store your data, so law enforcement agencies can select a U.S.-based data center of their choosing.

Law enforcement IT organizations must also ensure they have strong security systems and practices in place to safeguard other elements of their on-premises and cloud-based infrastructure. The Wasabi storage service is typically employed as part of a larger public or hybrid cloud IT implementation that includes multiple compute, storage and networking components.

CJIS Security Addendums

All private contractors (including cloud service providers) who process CJI must sign the CJIS Security Addendum. Wasabi will sign CJIS Security Addendums as required by state or local law.

Conclusion

The CJIS Security Policy introduces stringent data privacy and security requirements for law enforcement agencies. The CJIS does not provide formal Security Policy certification mechanisms, so the onus is on every law enforcement agency to ensure its IT systems and practices comply with state and local statutes.

Wasabi's cloud storage service ensures the protection, privacy, and integrity of criminal justice information, helping agencies comply with the CJIS Security Policy. Wasabi ensures the physical security of its data centers, employs strong authentication and authorization controls to safeguard infrastructure and services, and encrypts data at rest and in transit to prevent unauthorized information disclosure.

Wasabi is typically used in conjunction with other compute, storage and networking platforms and services. Law enforcement agencies must implement strong security systems and practices across all on-premises and cloud-based infrastructure to fully protect CJI and comply with the CJIS Security Policy requirements.



Additional Information

For additional information about CJIS and Wasabi consult the following resources:

- FBI CJIS website
- CJIS Security Policy resource center



About Wasabi

Wasabi provides simple, predictable and affordable hot cloud storage for businesses all over the world. It enables organizations to store and instantly access an infinite amount of data at 1/5th the price of the competition with no complex tiers or unpredictable egress fees. Trusted by customers worldwide, Wasabi has been recognized as one of technology's fastest growing and most visionary companies. Created by Carbonite co-founders and cloud storage pioneers David Friend and Jeff Flowers, Wasabi has secured \$110 million in funding to date and is a privately held company based in Boston.



Tel 1-844-WASABI-1 Email info@wasabi.com





Staff Report

TO: City Council

FROM: Nicole Wheelwright, Deputy City Clerk

DATE March 2, 2021

SUBJECT: Mayoral Appointment of Liaisons to Beaumont Basin Watermaster

Board

Background and Analysis:

Per the Beaumont Municipal Code, it is the Mayor's discretion to appoint City Council members to various boards, commissions and committees. The Beaumont Basin Watermaster (BBWM) Board was created by an adjudicated settlement whose members consist of the Beaumont Cherry Valley Water District, Yucaipa Valley Water District, City of Banning, City of Beaumont, and the South Mesa Water Company. The formation documents for the BBWM specify that the member entities will be represented by a staff member or consultant. The City of Beaumont is represented by Mr. Jeff Hart, Public Works Director.

BBWM Board members are responsible for the management of water resources within the Beaumont Basin. The policy implications for each member entity are significant and it is vital that the governing bodies be adequately and fully represented. Appointing members of the Beaumont City Council as liaisons to the BBWM Board will help to ensure that the City Council's interests are fully represented.

Beaumont Basin Watermaster Board

Staff Member – Jeffrey Hart, Public Works Director

Council Member -

Council Member -

Meets on the first Wednesday of the month at 10:00 a.m.

Fiscal Impact:

Staff estimates the cost to prepare this staff report to be \$125.

Recommended Action:

Mayoral appointments of City Council members as liaisons to the Beaumont Basin Watermaster Board.

Attachments:

A. Beaumont Basin Watermaster Adjudication

Riverside, California 92501

(909)682-5480 Office

(909) 682-2619 Fax

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AKLUFI WYSOCKI 3403 TENY. IET, SUITE 610 RIVERSIDE, CALIFORNIA 92501 (909) 682-5480

NO FILING FEE REQUIRED PER GOVERNMENT CODE, SEC. 6103

> SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE

Attorneys for Plaintiff, SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

FEB - 4 2004

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE, RIVERSIDE COURT

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY, a public agency,

Plaintiff,

CASE NO. RIC 389197

JUDGMENT PURSUANT TO STIPULATION ADJUDICATING GROUNDWATER RIGHTS IN THE BEAUMONT BASIN

vs.

CITY OF BANNING, a municipal corporation; BEAUMONT-CHERRY VALLEY) WATER DISTRICT, an irrigation district; YUCAIPA VALLEY WATER DISTRICT, a county water district; PLANTATION ON THE LAKE LLC, a California limited liability company; SHARONDALE MESA OWNERS ASSOCIATION, an unincorporated association; SOUTH MESA MUTUAL WATER COMPANY, a mutual water company; CALIFORNIA OAK VALLEY GOLF AND RESORT LLC, a California limited liability company; OAK VALLEY PARTNERS LP, a Texas limited) partnership; SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS) ASSOCIATION OF AMERICA, a California corporation; SUNNY-CAL EGG AND POULTRY COMPANY, a California corporation; MANHEIM, MANHEIM & BERMAN, a California General Partnership; WALTER M. BECKMAN, individually and as Trustee of the BECKMAN FAMILY TRUST) dated December 11, 1990; THE ROMAN) CATHOLIC BISHOP of San Bernardino,)

a California corporation; MERLIN)
PROPERTIES, LLC; LEONARD M.)
STEARNS and DOROTHY D. STEARNS, individually and as Trustees of the)
LEONARD M. STEARNS FAMILY TRUST OF)
1991; and DOES 1 through 500,)
inclusive,)

Defendants.

I. INTRODUCTION

1. Pleadings, Parties and Jurisdiction

The complaint herein was filed on February 20, 2003, seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. The defaults of certain defendants have been entered, and certain other defendants dismissed. Other than defendants who have been dismissed or whose defaults have been entered, all defendants have appeared herein. This Court has jurisdiction of the subject matter of this action and of the parties herein.

Stipulation for Judgment

Stipulation for Entry of Judgment has been filed by and on behalf of all defendants who have appeared herein.

3. Definitions

As used in this Judgment, these terms shall have the following meanings:

- A. Appropriator or Appropriator Parties: the pumpers identified in Exhibit "C" attached hereto.
- B. Appropriator's Production Right: consists of an Appropriator's share of Operating Yield, plus (1) any water acquired by an Appropriator from an Overlying Producer or other Appropriator pursuant to this Judgment, (2) any water

² JUDGMENT PURSUANT TO STIPULATION

withdrawn from the Appropriator's storage account, (3) and New Yield created by the Appropriator.

- C. Appropriative Water: the amount of Safe Yield remaining after satisfaction of Overlying Water Rights.
- D. Appropriative Water Right: each Appropriator's share of Appropriative Water, such share expressed as a percentage as shown on Exhibit "C".
- E. Beaumont Basin or Beaumont Storage Unit: the area situated within the boundaries shown on Exhibit "A" attached hereto.
- F. Conjunctive Use: the storage of water in a Groundwater Basin for use at a later time.
- G. Groundwater: water beneath the surface of the ground within the zone below the water table in which soil is saturated with water.
- H. Groundwater Basin: an area underlain by one or more permeable formations capable of furnishing a substantial water supply.
- I. Groundwater Storage Agreement: a standard form of written agreement between the Watermaster and any Person requesting the storage of Supplemental Water.
- J. Groundwater Storage Capacity: the space available in a Groundwater Basin that is not utilized for storage or regulation of Safe Yield and is reasonably available for Stored Water and Conjunctive Use.
- K. Minimal Producer: any Producer who pumps 10 or fewer acre feet of Groundwater from the Beaumont Basin per year.

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L. New Yield: increases in yield in quantities
greater than historical amounts from sources of supply
including, but not limited to, capture of available storm
flow, by means of projects constructed after February 20
2003, as determined by the Watermaster.

- Operating Yield: the maximum quantity of water Μ. which can be produced annually by the Appropriators from the Beaumont Basin, which quantity consists of Appropriative Water plus Temporary Surplus.
- Overdraft: a condition wherein the total annual production from a Groundwater Basin exceeds the Safe Yield thereof.
- Overlying Parties: the Persons listed on Exhibit ο. "B", who are owners of land which overlies the Beaumont Basin and have exercised Overlying Water Rights to pump therefrom. Overlying Parties include successors in interest and assignees.
- Overlying Water Rights: the quantities decreed to Overlying Parties in Column 4 of Exhibit "B" to this Judgment.
- Overproduction: by an Appropriator, measured by an amount equal to the Appropriator's actual annual production minus the Appropriator's Production Right. By a new overlying producer, an amount equal to what the overlying producer pumped during the year.
- Party (Parties): any Person(s) named in this action, or who has intervened, or has become subject to this Judgment either through stipulation, trial or otherwise

JUDGMENT PURSUANT TO STIPULATION

	s.	Person:	any ind	dividual	١, ١	partnersh	ip,	association	1,
corp	oratio	on, gover	nmental	entity	or	agency,	or	other	
orga	nizat	ion.							

- T. Physical Solution: the physical solution set forth in Part V of this Judgment.
- U. Produce, Producing, Production, Pump or Pumping: the extraction of groundwater.
- V. Producer or Pumper: any Person who extracts groundwater.
- W. Recycled Water: has the meaning provided in Water Code Section 13050(n) and includes other nonpotable water for purposes of this Judgment.
- X. Safe Yield: the maximum quantity of water which can be produced annually from a Groundwater Basin under a given set of conditions without causing a gradual lowering of the groundwater level leading eventually to depletion of the supply in storage. The Safe Yield of the Beaumont Basin is 8650 acre feet per year in each of the ten (10) years following entry of this Judgment.
- Y. San Timoteo Watershed Management Authority: a joint powers public agency whose members are the Beaumont-Cherry Valley Water District, the City of Beaumont, the South Mesa Mutual Water Company and the Yucaipa Valley Water District.
- Z. Stored Water: Supplemental Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster.
 - AA. Supplemental Water: water imported into the

⁵ JUDGMENT PURSUANT TO STIPULATION

Beaumont Basin from outside the Beaumont Basin including, without limitation, water diverted from creeks upstream and tributary to Beaumont Basin and water which is recycled and useable within the Beaumont Basin.

BB. Temporary Surplus: the amount of groundwater that can be pumped annually in excess of Safe Yield from a Groundwater Basin necessary to create enough additional storage capacity to prevent the waste of water.

CC. Watermaster: the Person appointed by the Court to administer and enforce the Physical Solution.

4. List of Exhibits

The following exhibits are attached to this Judgment and made a part hereof:

Exhibit "A" -- "Location Map of Beaumont Basin"

Exhibit "B" -- "Overlying Owners and Their Water Rights"

Exhibit "C" -- "Appropriators and Their Water Rights"

Exhibit "D" -- "Legal Description of Lands of the Overlying Parties"

Exhibit "E" -- "Location of Overlying Producer Parcels and Boundary of the Beaumont Basin"

II. INJUNCTIONS

 Injunction Against Unauthorized Production of Beaumont Basin Water

Each party herein is enjoined, as follows:

A. Overlying Parties: Each defendant who is an Overlying Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from producing groundwater from the Beaumont Basin in any five-year period hereafter in excess of five times the share of the Safe Yield assigned to the Overlying Parties as set

forth in Column 4 of Exhibit "B", as more fully described in the Physical Solution.

- B. Appropriator Parties: Each defendant who is an Appropriator Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from producing groundwater from the Beaumont Basin in any year hereafter in excess of such party's Appropriator's Production Right, except as additional annual Production may be authorized by the provisions of the Physical Solution.
- 2. Injunction Against Unauthorized Storage or Withdrawal of Stored Water

Each and every Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from storing Supplemental Water in the Beaumont Basin for withdrawal, or causing withdrawal of water stored by that Party, except pursuant to the terms of a written Groundwater Storage Agreement with the Watermaster and in accordance with Watermaster Rules and Regulations. Any Supplemental Water stored in the Beaumont Basin, except pursuant to a Groundwater Storage Agreement, shall be deemed abandoned and not classified as Stored Water.

III. DECLARATION AND ADJUSTMENT OF RIGHTS

1. Overlying Rights

The Overlying Parties are currently exercising Overlying
Water Rights in the Beaumont Basin. As shown on Exhibit "B", the
aggregate Projected Maximum Production of water from the Beaumont
Basin pursuant to Overlying Water Rights is \$610 acre feet and
the Overlying Water Rights are individually decreed, in Column 4
of Exhibit "B", for each Overlying Party. The Overlying Parties

shall continue to have the right to exercise their respective Overlying Water Right as set forth in Column 4 of Exhibit "B" except to the extent their respective properties receive water service from an Appropriator Party, as contemplated by Paragraph III.3 of this Judgment.

2. Appropriator's Share of Operating Yield

Each Appropriator Party's share of Operating Yield is shown on Exhibit "C". Notwithstanding any other provision of this Judgment, each Appropriator Party may use its Appropriator's Production Right anywhere within its service area.

3. Adjustment of Rights

- A. The Overlying Parties shall have the right to exercise their respective Overlying Water Rights except as provided in this Paragraph 3.
- B. To the extent any Overlying Party requests, and uses its Exhibit "B", Column 4 water to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Right as reflected in Column 4 of Exhibit "B" attached hereto, for the purpose of serving the Overlying Party. The intent of this provision is to ensure that the Overlying Party is given credit towards satisfying the water availability assessment provisions of Government Code, Section 66473.7 et seq. and Water Code, Section 10910 et seq. or other similar provisions of law, equal to the amount of groundwater earmarked hereunder.
 - C. When an Overlying Party receives water service as

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- Should the volume of the Overlying Water Right D. equal or exceed the volume of potable groundwater earmarked as provided in subparagraph 3.B, the Appropriator Party which will serve the Overlying Party shall (i) impose potable water charges and assessments upon the Overlying Party and its successors in interest at the rates charged to the then-existing regular customers of the Appropriator Party, and (ii) not collect from such Overlying Party any development charge that may be related to the importation of water into the Beaumont Basin. The Appropriator Party which will serve the Overlying Party pursuant to Subparagraph III.3.B shall also consider, and negotiate in good faith regarding, the provision of a meaningful credit for any pipelines, pump stations, wells or other facilities that may exist on the property to be served.
- E. In the event an Overlying Party receives Recycled Water from an Appropriator Party to serve an overlying use served with groundwater, the Overlying Water Right of the Overlying Party shall not be diminished by the receipt and use of such Recycled Water. Recycled Water provided by an Appropriator Party to an Overlying Party shall satisfy the

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criteria set forth in the California Water Code including, without limitation, the criteria set forth in Water Code Sections 13550 and 13551. The Appropriator Party which will serve the Recycled Water shall have the right to use that portion of the Overlying Water Right of the Overlying Party offset by the provision of Recycled Water service pursuant to the terms of this subparagraph; provided, however, that such right of use by the Appropriator Party shall no longer be valid if the Recycled Water, provided by the Appropriator Party to the Overlying Party, does not satisfy the requirements of Sections 13550 and 13551 and the Overlying Party ceases taking delivery of such Recycled Water.

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- Nothing in this Judgment is intended to impair or adversely affect the ability of an Overlying Party to enter into annexation or development agreements with any Appropriator Party.
- Oak Valley Partners LP ("Oak Valley") is developing its property pursuant to Specific Plans 216 and 216A adopt@d by the County of Riverside ("County") in May 1990, and Specific Plan 318 adopted by the County in August, 2001, (Specific Plans 216, 216A and 318 are collectively referred to as the "Specific Plans"). The future water supply needs at build-out of the Specific Plans will greatly exceed Oak Valley's Projected Maximum Production, as reflected in Exhibit "B" to the Judgment, and may be as much as 12,811 acre feet per year. Oak Valley has annexed the portion of its property now within the City of Beaumont into the Beaumont-Cherry Valley Water District ("BCVWD"), and is in

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the process of annexing the remainder portion of its property into the Yucaipa Valley Water District ("YVWD"), in order to obtain retail water service for the development of the Oak Valley property pursuant to the Specific Plans (for purposes of this subparagraph BCVWD and YVWD are collectively referred to as the "Water Districts", and individually as a "Water District"). YVWD covenants to use its best efforts to finalize the annexation of the Oak Valley property within the Calimesa City limits. Oak Valley, for itself and its successors and assigns, hereby agrees, by this stipulation and upon final annexation of its property by YVWD, to forbear from claiming any future, unexercised, overlying rights in excess of the Projected Maximum Production of Exhibit "B" of 1806 acre feet per year. As consideration for the forbearance, the Water Districts agree to amend their respective Urban Water Management Plans ("UWMP") in 2005 as follows: BCVWD agrees that 2,400 acre feet per year of projected water demand shall be included for the portion of Oak Valley to be served by BCVWD in its UWMP, and YVWD agrees to include 8,000 acre feet per year of projected water demaind as a projected demand for the portion of Oak Valley to be served by YVWD in its UWMP by 2025. The Water Districts agree to use their best judgment to accurately revise this estimate to reflect the projected water demands for the UWMP prepared in 2010. Furthermore, the Water Districts further agree that, in providing water availability assessments prior to 2010, as required by Water Code §10910 and water supply verifications as required by Government Code §§66455.3 and

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66473.7, or any similar statute, and in maintaining their respective UWMP, each shall consider the foregoing respective projected water demand figures for Oak Valley as proposed water demands. The intent of the foregoing requirements is to ensure that Oak Valley is credited for the forbearance of its overlying water rights and is fully accounted for in each Water District's UWMP and overall water planning. Districts' actions in performance of the foregoing planning obligations shall not create any right or entitlement to, or priority or allocation in, any particular water supply source, capacity or facility, or any right to receive water service other than by satisfying the applicable Water District's reasonable requirements relating to application for service. Nothing in this subparagraph G is intended to affect or impair the provision of earmarked water to Overlying Parties who request and obtain water service from Appropriator Parties, as set forth in subparagraph III.3.B, above.

Persons who would otherwise qualify as Overlying н. Producers based on an interest in land lying within the City of Banning's service area shall not have the rights described in this Paragraph III.3.

Exemption for Minimal Producers

Unless otherwise ordered by the Court, Minimal Producers are exempt from the provisions of this Judgment.

IV. CONTINUING JURISDICTION

Full jurisdiction, power and authority is retained and reserved to the Court for purposes of enabling the Court, upon

application of any Party, by a motion noticed for at least a 30-day period (or consistent with the review procedures of Paragraph VII.6 herein, if applicable), to make such further or supplemental order or directions as may be necessary or appropriate for interim operation of the Beaumont Basin before the Physical Solution is fully operative, or for interpretation, or enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions hereof consistent with the rights herein decreed; except that the Court's jurisdiction does not extend to the redetermination of (a) Safe Yield during the first ten years of operation of the Physical Solution, and (b) the fraction of the share of Appropriative Water of each Appropriator.

V. THE PHYSICAL SOLUTION

1. Purpose and Objective

In accordance with the mandate of Section 2 of Article X of the California Constitution, the Court hereby adopts, and orders the parties to comply with, a Physical Solution. The purpose of the Physical Solution is to establish a legal and practical meams for making the maximum reasonable beneficial use of the waters of Beaumont Basin, to facilitate conjunctive utilization of surface, ground and Supplemental Waters, and to satisfy the requirements of water users having rights in, or who are dependent upon, the Beaumont Basin. Such Physical Solution requires the definition of the individual rights of all Parties within the Beaumont Basin in a manner which will fairly allocate the native water supplies and which will provide for equitable sharing of costs of Supplemental Water.

2. Need for Flexibility

The Physical Solution must provide maximum flexibility and adaptability in order that the Watermaster and the Court may be free to use existing and future technological, social, institutional and economic options. To that end, the Court's retained jurisdiction shall be utilized, where appropriate, to supplement the discretion granted herein to the Watermaster.

3. Production and Storage in Accordance With Judgment

This Judgment, and the Physical Solution decreed herein, address all Production and Storage within the Beaumont Basin.

Because the Beaumont Basin is at or near a condition of Overdraft, any Production outside the framework of this Judgment and Physical Solution will potentially damage the Beaumont Basin, injure the rights of all Parties, result in the waste of water and interfere with the Physical Solution. The Watermaster shall bring an action or a motion to enjoin any Production that is not in accordance with the terms of this Judgment.

4. General Pattern of Operation

One fundamental premise of the adjudication is that all Producers shall be allowed to pump sufficient water from the Beaumont Basin to meet their respective requirements. Another fundamental premise of the adjudication is that Overlying Parties who pump no more than the amount of their Overlying Water Right as shown on Column 4 of Exhibit "B" hereto, shall not be charged for the replenishment of the Beaumont Basin. To the extent that pumping exceeds five (5) times the share of the Safe Yield assigned to an Overlying Party (Column 4 of Exhibit "B") in any five (5) consecutive years, or the share of Operating Yield

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Right of each Appropriator Party, each such Party shall provide funds to enable the Watermaster to replace such Overproduction.

5. Use of Available Groundwater Storage Capacity

- A. There exists in the Beaumont Basin a substantial amount of available Groundwater Storage Capacity. Such Capacity can be reasonably used for Stored Water and Conjunctive Use and may be used subject to Watermaster regulation to prevent injury to existing Overlying and Appropriative water rights, to prevent the waste of water, and to protect the right to the use of Supplemental Water in storage and Safe Yield of the Beaumont Basin.
- There shall be reserved for Conjunctive Use a minimum of 200,000 acre feet of Groundwater Storage Capacity in the Beaumont Basin provided that such amount may be reduced as necessary to prevent injury to existing water rights or existing uses of water within the Basin, and to prevent the waste of water. Any Person may make reasonable beneficial use of the Groundwater Storage Capacity for storage of Supplemental Water; provided, however, that no such use shall be made except pursuant to a written Groundwater Storage Agreement with the Watermaster. allocation and use of Groundwater Storage Capacity shall have priority and preference for Producers within the Beaumont Basin over storage for export. The Watermaster may, from time-to-time, redetermine the available Groundwater Storage Capacity.

VI. ADMINISTRATION

Administration and Enforcement by Watermaster

The Watermaster shall administer and enforce the provisions of this Judgment and any subsequent order or instructions of the Court.

2. Watermaster Control

The Watermaster is hereby granted discretionary powers to develop and implement a groundwater management plan and program for the Beaumont Basin, which plan shall be filed with and shall be subject to review and approval by, the Court, and which may include water quantity and quality considerations and shall reflect the provisions of this Judgment. Except for the exercise by Overlying Parties of their respective Rights described in Column 4 of Exhibit "B" hereto in accordance with the provisions of the Physical Solution, groundwater extractions and the replenishment thereof, and the storage of Supplemental Water, shall be subject to procedures established and administered by the Watermaster. Such procedures shall be subject to review by the Court upon motion by any Party.

3. Watermaster Standard of Performance

The Watermaster shall, in carrying out its duties and responsibilities herein, act in an impartial manner without favor or prejudice to any Party or purpose of use.

4. Watermaster Appointment

The Watermaster shall consist of a committee composed of persons nominated by the City of Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual Water Company and the Yucaipa Valley Water District, each of

which shall have the right to nominate one representative to the Watermaster committee who shall be an employee of or consultant to the nominating agency. Each such nomination shall be made in writing, served upon the other parties to this Judgment and filed with the Court, which shall approve or reject such nomination. Each Watermaster representative shall serve until a replacement nominee is approved by the Court. The nominating agency shall have the right to nominate that representative's successor.

5. Powers and Duties of the Watermaster

Subject to the continuing supervision and control of the Court, the Watermaster shall have and may exercise the following express powers, and shall perform the following duties, together with any specific powers, authority, and duties granted or imposed elsewhere in this Judgment or hereafter ordered or authorized by the Court in the exercise of its continuing jurisdiction:

- A. <u>Rules and Regulations</u>: The adoption of appropriate rules and regulations for the conduct of Watermaster affairs, copies of which shall be provided to all interested parties.
- B. <u>Wellhead Protection and Recharge</u>: The identification and management of wellhead protection areas and recharge areas.
- C. <u>Well Abandonment</u>: The administration of a well abandonment and well destruction program.
- D. <u>Well Construction</u>: The development of minimum well construction specifications and the permitting of new wells.

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- F. <u>Replenishment</u>: The acquisition and recharge of Supplemental Water.
- G. <u>Monitoring</u>: The monitoring of groundwater levels, ground levels, storage, and water quality.
- H. <u>Conjunctive Use</u>: The development and management of conjunctive-use programs.
- I. <u>Local Projects</u>: The coordination of construction and operation, by local agencies, of recharge, storage, conservation, water recycling, extraction projects and any water resource management activity within or impacting the Beaumont Basin.
- J. <u>Land Use Plans</u>: The review of land use plans and coordination with land use planning agencies to mitigate or eliminate activities that create a reasonable risk of groundwater contamination.
- K. <u>Acquisition of Facilities</u>: The purchase, lease and acquisition of all necessary real and personal property, including facilities and equipment.
- L. Employment of Experts and Agents: The employment or retention of such technical, clerical, administrative, engineering, accounting, legal or other specialized personnel and consultants as may be deemed appropriate. The Watermaster shall maintain records allocating the cost of such services as well as all other expenses of Watermaster administration.
 - M. Measuring Devices: Except as otherwise provided

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by agreement the Watermaster shall install and maintain in good operating condition, at the cost of the Watermaster, such necessary measuring devices or meters as Watermaster may deem appropriate. Such devices shall be inspected and tested as deemed necessary by the Watermaster and the cost thereof borne by the Watermaster. Meter repair and retesting will be a Producer expense.

N. <u>Assessments</u>: The Watermaster is empowered to levy and collect the following assessments:

(1) Annual Replenishment Assessments

The Watermaster shall levy and collect assessments in each year, in amounts sufficient to purchase replenishment water to replace Overproduction by any Party.

(2) Annual Administrative Assessments

- a. <u>Watermaster Expenses</u>: The expenses of administration of the Physical Solution shall be categorized as either "General Watermaster Administration Expenses", or "Special Project Expenses".
 - Expenses: shall include office rent, labor, supplies, office equipment, incidental expenses and general overhead. General Watermaster Administration Expenses shall be assessed by the Watermaster equally against the Appropriators who have appointed representatives to the Watermaster.

ii. <u>Special Project Expenses</u> : shall
include special engineering, economic or other
studies, litigation expenses, meter testing or
other major operating expenses. Each such project
shall be assigned a task order number and shall be
separately budgeted and accounted for. Special
Project Expenses shall be allocated to the
Appropriators, or portion thereof, on the basis of
benefit.

- O. <u>Investment of Funds; Borrowing</u>: The Watermaster may hold and invest Watermaster funds as authorized by law, and may borrow, from time-to-time, amounts not exceeding annual receipts.
- P. <u>Contracts</u>: The Watermaster may enter into contracts for the performance of any of its powers.
- Q. <u>Cooperation With Other Agencies</u>: The Watermaster may act jointly or cooperate with other local, state and federal agencies.
- R. <u>Studies</u>: The Watermaster may undertake relevant studies of hydrologic conditions and operating aspects of the management program for the Beaumont Basin.
- S. <u>Groundwater Storage Agreements</u>: The Watermaster shall adopt uniform rules and a standard form of agreement for the storage of Supplemental Water, provided that the activities undertaken pursuant to such agreements do not injure any Party.
- T. Administration of Groundwater Storage Capacity:

 Except for the exercise by the Overlying Parties of their

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respective Overlying Water Rights described in Part III, above, in accordance with the provisions of the Physical Solution, all Groundwater Storage Capacity in the Beaumont Basin shall be subject to the Watermaster's rules and regulations, which regulations shall ensure that sufficient storage capacity shall be reserved for local projects. Any Person or entity may apply to the Watermaster to store water in the Beaumont Basin.

- U. Accounting for Stored Water: The Watermaster shall calculate additions, extractions and losses and maintain an annual account of all stored water in the Beaumont Basin, and any losses of water supplies or Safe Yield resulting from such stored water.
- V. Accounting for New Yield: Recharge of the Beaumont Basin with New Yield water shall be credited to the Party that creates the New Yield. The Watermaster shall make an independent scientific assessment of the estimated New Yield created by each proposed project. New Yield will be allocated on an annual basis, based upon monitoring data and review by the Watermaster.
- W. Accounting for Acquisitions of Water Rights: The Watermaster shall maintain an accounting of acquisitions by Appropriators of water otherwise subject to Overlying Water Rights as the result of the provision of water service thereto by an Appropriator.
- X. Annual Administrative Budget: The Watermaster shall prepare an annual administrative budget for public review, and shall hold a public hearing on each such budget

prior to adoption. The budget shall be prepared in sufficient detail so as to make a proper allocation of the expenses and receipts. Expenditures within budgeted items may thereafter be made by the Watermaster as a matter of course.

Y. Redetermining the Safe Yield: The Safe Yield of the Beaumont Basin shall be redetermined at least every 10 years beginning 10 years after the date of entry of this Judgment.

6. Reports and Accounting

- (a) <u>Production Reports</u>: Each Pumper shall periodically file, pursuant to Watermaster rules and regulations, a report showing the total production of such Pumper from each well during the preceding report period, and such additional information as the Watermaster may reasonably require.
- (b) Watermaster Report and Accounting: The Watermaster shall prepare an annual report of the preceding year's operations, which shall include an audit of all assessments and Watermaster expenditures.

Replenishment

Supplemental Water may be obtained by the Watermaster from any source. The Watermaster shall seek the best available quality of Supplemental Water at the most reasonable cost for recharge in the Basin. Sources may include, but are not limited to:

- (a) Recycled Water;
- (b) State Water Project Water;

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(c) Other imported water.

Replenishment may be accomplished by any reasonable method including:

- (a) Spreading and percolation, or injection of water in existing or new facilities; and/or
- (b) In-lieu deliveries for direct surface use, in lieu of groundwater extraction.

VII. MISCELLANEOUS PROVISIONS

1. Designation of Address for Notice and Service

Each Party shall designate, in writing to the plaintiff, the name and address to be used for purposes of all subsequent notices and service herein, such designation to be delivered to the plaintiff within 30 days after the Judgment has been entered. The plaintiff shall, within 45 days after judgment has been entered, file the list of designees with the Court and serve the same on the Watermaster and all Parties. Such designation may be changed from time-to-time by filing a written notice of such change with the Watermaster. Any Party desiring to be relieved of receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by the Watermaster. The Watermaster shall maintain, at all times, a current list of Parties to whom notices are to be sent and their addresses for purposes of service. The Watermaster shall also maintain a full current list of names and addresses of all Parties or their successors, as filed herein. Copies of such lists shall be available to any Person. If no designation is made, a Party's designee shall be deemed to be, in order of priority: Party's attorney of record; or (ii) if the Party does not have an

attorney of record, the Party itself at the address on the Watermaster list.

2. Intervention After Judgment

Any Person who is neither a Party to this Judgment nor a successor or assignee of a Party to this Judgment may seek to become a party to this Judgment by filing a petition in intervention.

3. Interference with Pumping

Nothing in this judgment shall be deemed to prevent any party from seeking judicial relief against any other party whose pumping activities constitute an unreasonable interference with the complaining party's ability to extract groundwater.

4. Successors and Assigns

This Judgment and all provisions herein shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

5. Severability

The provisions of this Judgment are severable. If any provision of this Judgment is held by the Court to be illegal, invalid or unenforceable, that provision shall be excised from the Judgment. The remainder of the terms of the Judgment shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such excision. This Judgment shall be reformed to add, in lieu of the excised provision, a provision as similar in terms to the excised provision as may be possible and be legal, valid and enforceable.

6. Review Procedures

Any action, decision, rule or procedure of the Watermaster

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pursuant to this Judgment shall be subject to review by the Court on its own motion or on timely motion by any Party, as follows:

- A. Effective Date of Watermaster Action: Any order, decision or action of the Watermaster pursuant to this Judgment on noticed specific agenda items shall be deemed to have occurred on the date of the order, decision or action.
- Notice of Motion: Any Party may, by a regularly-В. noticed motion, petition the Court for review of the Watermaster's action or decision pursuant to this Judgment. The motion shall be deemed to be filed when a copy, conformed as filed with the Court, has been delivered to the Watermaster, together with the service fee established by the Watermaster sufficient to cover the cost to photocopy and mail the motion to each Party. The Watermaster shall prepare copies and mail a copy of the motion to each Party or its designee according to the official service list which shall be maintained by the Watermaster according to Part VII, paragraph 1, above. A Party's obligation to serve the notice of a motion upon the Parties is deemed to be satisfied by filing the motion as provided herein. Unless ordered by the Court, any petition shall not operate to stay the effect of any Watermaster action or decision which is challenged.
- C. <u>Time for Motion</u>: A motion to review any
 Watermaster action or decision shall be filed within 90 days
 after such Watermaster action or decision, except that
 motions to review Watermaster assessments hereunder shall be
 filed within 30 days of mailing of notice of the assessment.

- D. <u>De Novo Nature of Proceeding</u>: Upon filing of a petition to review a Watermaster action, the Watermaster shall notify the Parties of a date when the Court will take evidence and hear argument. The Court's review shall be de novo and the Watermaster decision or action shall have no evidentiary weight in such proceeding.
- E. <u>Decision</u>: The decision of the Court in such proceedings shall be an appealable Supplemental Order in this case. When the same is final, it shall be binding upon the Watermaster and the Parties.

Dated: FEB - 4 2004

GARY TRANSARGER

JUDGE OF THE SUPERIOR COURT

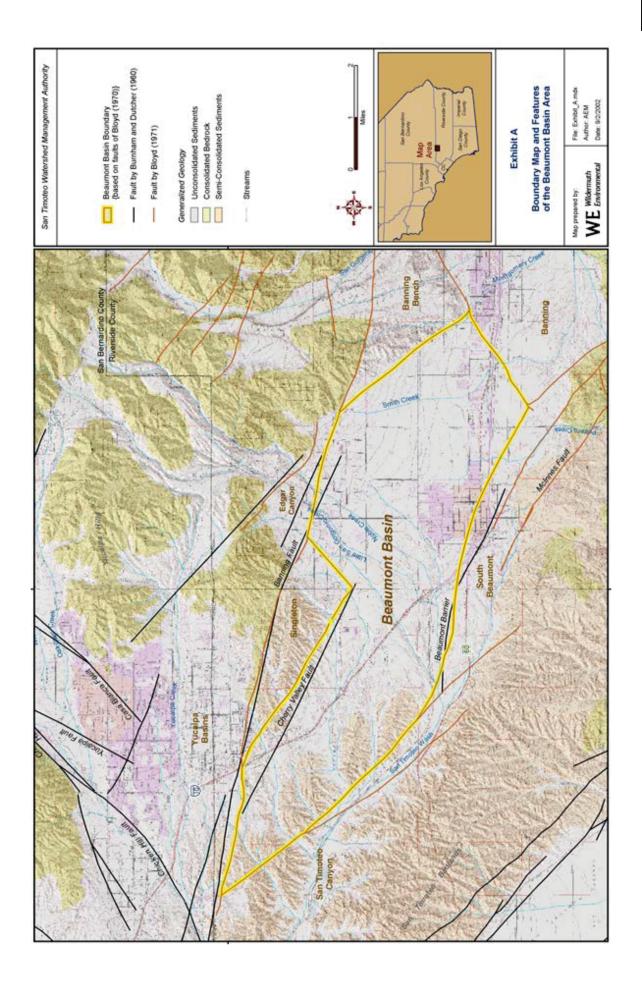


Exhibit B
Overlying Producers and Their Rights

(1)	(2)	(3)	(4)
Producer	Average	Exercised	Projected
	Production	Rights ¹	Maximum
	during 1997- 2001		Production
	2001		
	(acre-ft/yr)	(acre-ft/yr)	(acre-ft/yr)
Beckman, Walt	0	0	75
Roman Catholic Bishop of San Bernardino	104	114	154
Rancho Calimesa Mobile Home Park	60	150	150
Merlin Properties, LLC.	540	550	550
Sunny-Cal Egg and Poultry Company ²	1,340	1,340	1,439.5
Sunny-Cal North - Manheim, Manheim & Berman ²			300
Nick Nikodinov ³			20
Ronald L. McAmis ⁴			5
Nicolas and Amalia Aldama ⁵			7
Hector Gutierrez, Luis Gutierrez and Sebastian Monroy ⁶			10
Boris and Miriam Darmont ⁷			2.5
California Oak Valley Golf and Resort LLC	692	950	950
Leonard Stearn	0	0	200
Oak Valley Partners	510	553	1,806
So. California Professional Golf Association	680	1,688	2,200
Sharondale Mesa Owners Association	184	200	200
Plantation on the Lake	271	300	581
Totals	4,381	5,845	8,650

Note 1 -- Maximum Reported Production during 1997-2001

Note 2 -- The Exercised Right and Projected Maximum Production were an aggregate right for defendents Sunny-Cal Egg and Poultry, and Manheim, Manheim and Berman(MMB). As requested, Watermaster action designated 300 af of the aggregate right to MMB aka Sunny-Cal North on February 7, 2006.

Note 3 -- The Exercised Right and Projected Maximum Production were an aggregate right for defendents Sunny-Cal Egg and Poultry, and Manheim, Manheim and Berman(MMB). As requested, Watermaster action designated 20 af of aggregate right to Nick Nikodinov on April 17, 2006.

Note 4 -- The Exercised Right and Projected Maximum Production were an aggregate right for defendents Sunny-Cal Egg and Poultry, and Manheim, Manheim and Berman(MMB). As requested, Watermaster action designated 5 af of aggregate right to Ronald L. McAmis on June 13, 2006.

Note 5 -- The Exercised Right and Projected Maximum Production were an aggregate right for defendents Sunny-Cal Egg and Poultry, and Manheim, Manheim and Berman(MMB). As requested, Watermaster action designated 7 af of aggregate right to Nicolas and Amalia Aldama on June 13, 2006.

Note 6 -- The Exercised Right and Projected Maximum Production were an aggregate right for defendents Sunny-Cal Egg and Poultry, and Manheim, Manheim and Berman(MMB). As requested, Watermaster action designated 10 af of aggregate right to Hector Gutierrez, Luis Gutierrez and Sebastian Monroy on June 13, 2006.

Note 7 — The Exercised Right and Projected Maximum Production were an aggregate right for defendents Sunny-Cal Egg and Poultry, and Manheim, Manheim and Berman(MMB). As requested, Watermaster action designated 2.50 af of aggregate right to Boris and Miriam Dermont on June 13, 2006.

Appropriators and Their Water Rights Exhibit C

(1) Producer	(2) Average Production during 1997-2001	(2) (3) (4) Average Share of Safe Initial Estimate Production during Yield Allocated to of Appropriate 1997-2001 Appropriators Rights ¹	(4) Initial Estimate of Appropriate Rights¹	(4) (5) (6) Initial Estimate Controlled Overdraft Operating Yield of Appropriate and Supplemental Rights¹ Water Recharge Allocation ²	(6) rating Yield
	(acre-ft/yr)		(acre-ft/yr)	(acre-ft/yr)	(acre-ft/yr)
Banning, City of	2,170	31.43%	882	5,029	5,910
City of Beaumont	0	0.00%	0	0	0
Beaumont Cherry Valley Water District	2,936	42.51%	1,193	6,802	7,995
South Mesa Water Company	862	12.48%	350	1,996	2,346
Yucaipa Valley Water District	938	13.58%	381	2,173	2,554
Totals	906'9	100.00%	2,805	16,000	18,805

Note 1 – Based on a 8,650 acre-ft/yr safe yield Note 2 – Controlled overdraft will not exceed 160,000 acre-ft during for first ten years of operation under the physical solution.

Exhibit D

Overlying Producers and the Parcels Upon Which Their Overlying Rights are Exercised¹

(1) Overlying Producer	(3) Assessors	(4) Area (Acres)
Overlying i Toddoei	Parcel Number(s)	Alca (Ades)
Beckman, Walt	405250004	19.04
Total Area	405250005	19.00 <u>38.04</u>
California Oak Valley Golf and Resort Total Area	406070041	209.71 209.71
Manheim, Manheim & Berman ²	407200009	20.35
	407200011 407200012	20.00 20.04
	4072100012	45.41
	407210002	12.04
Total Area	407210004	4.16 122.00
Roman Catholic Bishop of San Bernardino	413280016	16.78
	413280030	2.06
Total Area	413280036	12.42 <u>31.26</u>
Oak Valley Partners	406060010	115.82
	406060015	4.00
	406060017	19.03
	406230020 411210003	4.26 2.40
	411210005	105.41
	411210010	15.14
	411210016	9.77
	411210017 413030011	8.94 315.30
	413040001	493.40
	413040002	137.00
	413040003	74.48
	413040004	6.50
	413040005 413040006	80.02 75.54
	413040007	76.22

(1)	(3)	(4)
Overlying Producer	Assessors	Area (Acres)
	Parcel	
	Number(s)	
Oak Valley Partners (cont'd)	413040008	144.48
	413040009	10.00
	413040010	78.22
	413060003	1.70
	413160003	80.00
	413160004	106.92
	413160005	53.08
	413160006	64.47
	413160007	15.53
	413170020	40.26
	413170021	27.62
	413170023	12.38
	413170027	14.19
	413170028	4.11
	413170029	2.35
	413170030	20.28
	413170031	66.63
	413170033	2.79
	413170035	11.74
	413180017	556.91
	413180019	9.77
	413190001	111.31
	413190003	5.64
	413190005	10.35
	413190008	12.40
	413190011	138.92
	413200002 413200003	0.23 0.15
	413200003	5.94
	413200014	10.61
	413200015	11.36
	413200020	5.00
	413200023	14.47
	413200024	5.00
	413200026	32.86
	413200027 413200028	42.90 116.62
	413200029	6.39
	413200030	19.01
	413200034	2.18
	413200035	10.99
	413200036	10.42
	413200037	4.95
	413270021 413280034	0.31 2.37
	413280034	2.37 13.61
	413280039	1.91
	. 102000 70	1.51

(1)	(3)	(4)
Overlying Producer	Assessors	Area (Acres)
	Parcel	
	Number(s)	
Oak Valley Partners (cont'd)	413280041	2.24
	413280042	6.86
	413290003	510.57
	413290004	16.08
	413290006	8.40
	413290007	103.68
	413450019	74.85
	413450020	169.96 146.99
	413450021 413450024	48.25
	413450025	50.83
	413450026	122.59
	413450029	108.92
	413460036	199.12
	413460037	23.51
	413460038	19.58
	413460039	45.23
	413460039	45.23
	414090005	1.59
	414090007	1.38
	414090013	31.60
	414090017	20.00
	414090018 414100002	4.50 42.13
	414100002	65.00
Total Area	414100003	5,331.65
1000,71100		0,001.00
Plantation on the Lake	407230031	12.36
I full difference and the same	407230010	1.25
	406050018	156.85
	406050002	5.12
	406050003	1.81
Total Area		<u>177.39</u>
Rancho Calimesa Mobile Home Park	413270001	29.66
Total Area		<u>29.66</u>
Merlin Properties, LLC.	407230014	48.52
Total Area	407230014	48.52
Total / Total		40.02
Sharondale Mesa Owners Association	413330014	1.55
	413330015	2.14
	413331022	0.48
	413331035	0.22
	413340021	0.04
	413340022	0.04
	413340023	1.53
	413340024 413341033	2.52 0.29
	413341033	0.29

(1)	(3)	(4)
Overlying Producer	Assessors	Area (Acres)
	Parcel Number(s)	
Sharondale Mesa Owners Association (cont'd)	413341034	0.81
	413341036 413342004	0.35 0.35
	413350011	1.04
	413350012	1.44
	413351018	17.08
	413351019	0.16
	413360032 413360033	1.92 2.30
	413360035	0.90
	413361001	0.14
	413361008	0.12
	413361010 413370027	0.18 0.39
	413370027	5.34
	413370030	0.69
	413371018	2.07
Tabal Assa	413372019	1.39
Total Area		<u>45.48</u>
So. California Professional Golf Association	406060011	146.59
	406060013	2.83
	406060014	4.58
	406060016	10.35 99.66
	413450016 413450022	95.15
	413450023	2.89
	413450027	91.53
Total Area		<u>453.58</u>
Stearns, Leonard	413221001	0.25
ottanio, Econara	413221001	0.34
	413260018	49.33
	413260025	0.37
	413270007 413280010	10.58 1.27
	413280018	9.37
	413280021	4.26
	413280027	3.80
Total Area	413280037	14.32 93.89
Total Alea		<u> </u>
Sunny-Cal Egg and Poultry Company ²	406080013	0.07
, 33	407190016	4.95
	407190017	31.32
	407230022	20.03
	407230023 407230024	20.03 20.03
	407230024	21.99
	.01200020	21.00

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
Sunny-Cal Egg and Poultry Company ² (cont'd)	407230026	25.94
Total Area	407230027 407230028	21.63 21.56 <u>187.55</u>
Nikodinov, Nick⁴ Total Area	407180004	9.35 <u>9.35</u>
McAmis, Ronald L.⁵ Total Area	407190018	0.93 <u>0.93</u>
Aldama, Nicolas and Amalia ⁶ Total Area	407190015	1.35 <u>1.35</u>
Hector Gutierrez, Luis Gutierrez and Sebastian Monroy ⁷ Total Area	407190013	2.01 2.01
Darmont, Boris and Miriam⁸ Total Area	407190014	0.50 <u>0.50</u>

Total Area for All Overlying Producers³

6,782.87

Note 1 -- Parcels as of June 1, 2003; updated to include Nick Nikodinov per April 17, 2006 Watermaster action; updated to include Ronald L. McAmis, Nicolas and Amalia Aldama, Hector Gutierrez, Luis Guiterrez, and Sebastian Monroy, and Boris and Miriam Darmont per June 13, 2006 Watermaster actions.

Note 2 -- Parcels owned by Sunny-Cal Egg & Poultry Company include the overlying water rights of Manheim, Manheim and Berman (MMB) and is aggregated as shown in Column 4 of Exhibit B as attributable to Sunny-Cal Egg & Poultry Company. As requested, Watermaster designated a portion of these aggregated rights to MMB on February 7, 2006.

Note 3 -- The Watermaster shall recognize adjustments in parcel boundaries that result in de minimus changes in water use

Note 4 -- Parcels owned by Sunny-Cal Egg & Poultry Company include the overlying water rights of Manheim, Manheim and Berman (MMB) and is aggregated as shown in Column 4 of Exhibit B as attributable to Sunny-Cal Egg & Poultry Company. As requested, Watermaster designated a portion of these aggregated rights to Nick Nikodinov on Aprin 17, 2006.

Note 5 -- Parcels owned by Sunny-Cal Egg & Poultry Company include the overlying water rights of Manheim, Manheim and Berman (MMB) and is aggregated as shown in Column 4 of Exhibit B as attributable to Sunny-Cal Egg & Poultry Company. As requested, Watermaster designated a portion of these aggregated rights to Ronald L.

McAmis on June 13, 2006.

Note 6 -- Parcels owned by Sunny-Cal Egg & Poultry Company include the overlying water rights of Manheim, Manheim and Berman (MMB) and is aggregated as shown in Column 4 of Exhibit B as attributable to Sunny-Cal Egg & Poultry Company. As requested, Watermaster designated a portion of these aggregated rights to Nicolas and Amalia Aldama on June 13, 2006.

Note 7 -- Parcels owned by Sunny-Cal Egg & Poultry Company include the overlying water rights of Manheim, Manheim and Berman (MMB) and is aggregated as shown in Column 4 of Exhibit B as attributable to Sunny-Cal Egg & Poultry Company. As requested, Watermaster designated a portion of these aggregated rights to Hector Gutierrez, Luis Gutierrez and Sebastian Monroy on June 13, 2006.

Note 8 -- Parcels owned by Sunny-Cal Egg & Poultry Company include the overlying water rights of Manheim, Manheim and Berman (MMB) and is aggregated as shown in Column 4 of Exhibit B as attributable to Sunny-Cal Egg & Poultry Company. As requested, Watermaster designated a portion of these aggregated rights to Boris and Miriam Durmont on June 13, 2006.

Exhibit BOverlying Owners and Their Water Rights

(1) Producer	(2) Average Production during 1997- 2001	(3) Exercised Rights ¹	(4) Projected Maximum Production (acre-ft/yr)
Beckman, Walt Roman Catholic Bishop of San Bernardino Rancho Calimesa Mobile Home Park Riedman, Fred L. and Richard M. Sunny-Cal Egg and Poultry Company ² California Oak Valley Golf and Resort LLC Leonard Stearn Oak Valley Partners So. California Professional Golf Association Sharondale Mesa Owners Association Plantation on the Lake	0 104 60 540 1,340 692 0 510 680 184 271	0 114 150 550 1,340 950 0 553 1,688 200 300	75 154 150 550 1,784 950 200 1,806 2,200 200 581
Totals	4,381	5,845	8,650

Note 1 -- Maximum Reported Production during 1997-2001

Note 2 -- The Exercised Right and Project Maximum Production are an aggregate right for defendents Sunny-Cal Egg and Poultry, and Manheim, Manheim and Berman

Exhibit C Appropriators and Their Water Rights

(1) Producer	(2) Average Production during 1997-2001		(4) Initial Estimate of Appropriate Rights ¹	(5) Controlled Overdraft and Supplemental Water Recharge Allocation ²	
	(acre-ft/yr)		(acre-ft/yr)	(acre-ft/yr)	(acre-ft/yr)
Banning, City of	2,170	31.43%	882	5,029	5,910
City of Beaumont	0	0.00%	0	0	0
Beaumont Cherry Valley Water District	2,936	42.51%	1,193	6,802	7,995
South Mesa Water Company	862	12.48%	350	1,996	2,346
Yucaipa Valley Water District	938	13.58%	381	2,173	2,554
Totals	6,906	100.00%	2,805	16,000	18,805

Note 1 -- Based on a 8,650 acre-ft/yr safe yield

Note 2-- Controlled overdraft will not exceed 160,000 acre-ft during for first ten years of operation under the physical solution.

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
Beckman, Walt	405250004	19.04
Total Area	405250005	19.00 38.04
California Oak Valley Golf and Resort Total Area	406070041	209.71 209.71
Manheim, Manheim & Berman ²	407200009	20.35
	407200011	20.00
	407200012	20.04
	407210001	45.41
	407210002	12.04
Total Area	407210004	4.16 122.00
Roman Catholic Bishop of San Bernardino	413280016	16.78
•	413280030	2.06
	413280036	12.42
Total Area		<u>31.26</u>
Oak Valley Partners	406060010	115.82
	406060015	4.00
	406060017	19.03
	406230020	4.26
	411210003	2.40
	411210005 411210010	105.41
	411210010	15.14 9.77
	411210010	8.94
	413030011	315.30
	413040001	493.40
	413040002	137.00
	413040003	74.48

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1)	(0)	(4)
(1)	(3)	(4)
Overlying Producer	Assessors	Area
	Parcel	(Acres)
	Number(s)	
	413040004	6.50
	413040005	80.02
	413040006	75.54
	413040007	76.22
	413040008	144.48
	413040009	10.00
	413040010	78.22
	413060003	1.70
	413160003	80.00
	413160004	106.92
	413160005	53.08
	413160006	64.47
	413160007	15.53
	413170020	40.26
	413170021	27.62
	413170023	12.38
	413170027	14.19
	413170028	4.11
	413170029	2.35
	413170030	20.28
	413170031	66.63
	413170033	2.79
	413170035	11.74
	413180017	556.91
	413180019	9.77
	413190001	111.31
	413190003	5.64
	413190005	10.35
	413190008	12.40
	413190011	138.92
	413200002	0.23
	413200003	0.15
	413200010	5.94
	413200014 413200015	10.61 11.36
	413200015	5.00
	413200023	14.47
	1.0200020	17.71

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1)	(3)	(4)
Overlying Producer	Assessors	Area
	Parcel	(Acres)
	Number(s)	
	413200024	5.00
	413200026	32.86
	413200027	42.90
	413200028	116.62
	413200029	6.39
	413200030	19.01
	413200034	2.18
	413200035	10.99
	413200036	10.42
	413200037	4.95
	413270021 413280034	0.31 2.37
	413280034	13.61
	413280040	1.91
	413280041	2.24
	413280042	6.86
	413290003	510.57
	413290004	16.08
	413290006	8.40
	413290007	103.68
	413450019	74.85
	413450020	169.96
	413450021	146.99
	413450024	48.25
	413450025	50.83
	413450026	122.59
	413450029 413460036	108.92 199.12
	413460037	23.51
	413460037	19.58
	413460039	45.23
	413460039	45.23
	414090005	1.59
	414090007	1.38
	414090013	31.60
	414090017	20.00
	414090018	4.50
	414100002	42.13
	414100003	65.00
Total Area		<u>5,331.65</u>

Exhibit D Legal Description of Lands of the Overlying Parties¹

(1)	(3)	(4)
Overlying Producer	Assessors	Area
	Parcel	(Acres)
	Number(s)	
Plantation on the Lake	407230031	12.36
	407230010	1.25
	406050018	156.85
	406050002	5.12
	406050003	1.81
Total Area		<u>177.39</u>
Rancho Calimesa Mobile Home Park	413270001	29.66
Total Area		<u>29.66</u>
Merlin Properties, LLC.	407230014	48.52
Total Area		48.52
Sharondale Mesa Owners Association	413330014	1.55
	413330015	2.14
	413331022	0.48
	413331035	0.22
	413340021	0.04
	413340022	0.04
	413340023 413340024	1.53 2.52
	413341033	0.29
	413341034	0.81
	413341036	0.35
	413342004	0.35
	413350011	1.04
	413350012	1.44
	413351018	17.08
	413351019	0.16
	413360032 413360033	1.92 2.30
	413360035	0.90
	413361001	0.30
	413361008	0.12
	413361010	0.18
	413370027	0.39
	413370028	5.34
	413370030	0.69

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
Total Area	413371018 413372019	2.07 1.39 45.48
So. California Professional Golf Association Total Area	406060011 406060013 406060014 406060016 413450016 413450022 413450023 413450027	146.59 2.83 4.58 10.35 99.66 95.15 2.89 91.53 453.58
Stearns, Leonard	413221001 413221002 413260018 413260025 413270007 413280010 413280018 413280021 413280027 413280037	0.25 0.34 49.33 0.37 10.58 1.27 9.37 4.26 3.80 14.32
Total Area		<u>93.89</u>
Sunny-Cal Egg and Poultry Company ²	406080013 407180004 407190013 407190015 407190016 407190017 407190018 407230022 407230023 407230024 407230025 407230026	0.07 9.35 2.01 0.50 1.35 4.95 31.32 0.93 20.03 20.03 21.99 25.94

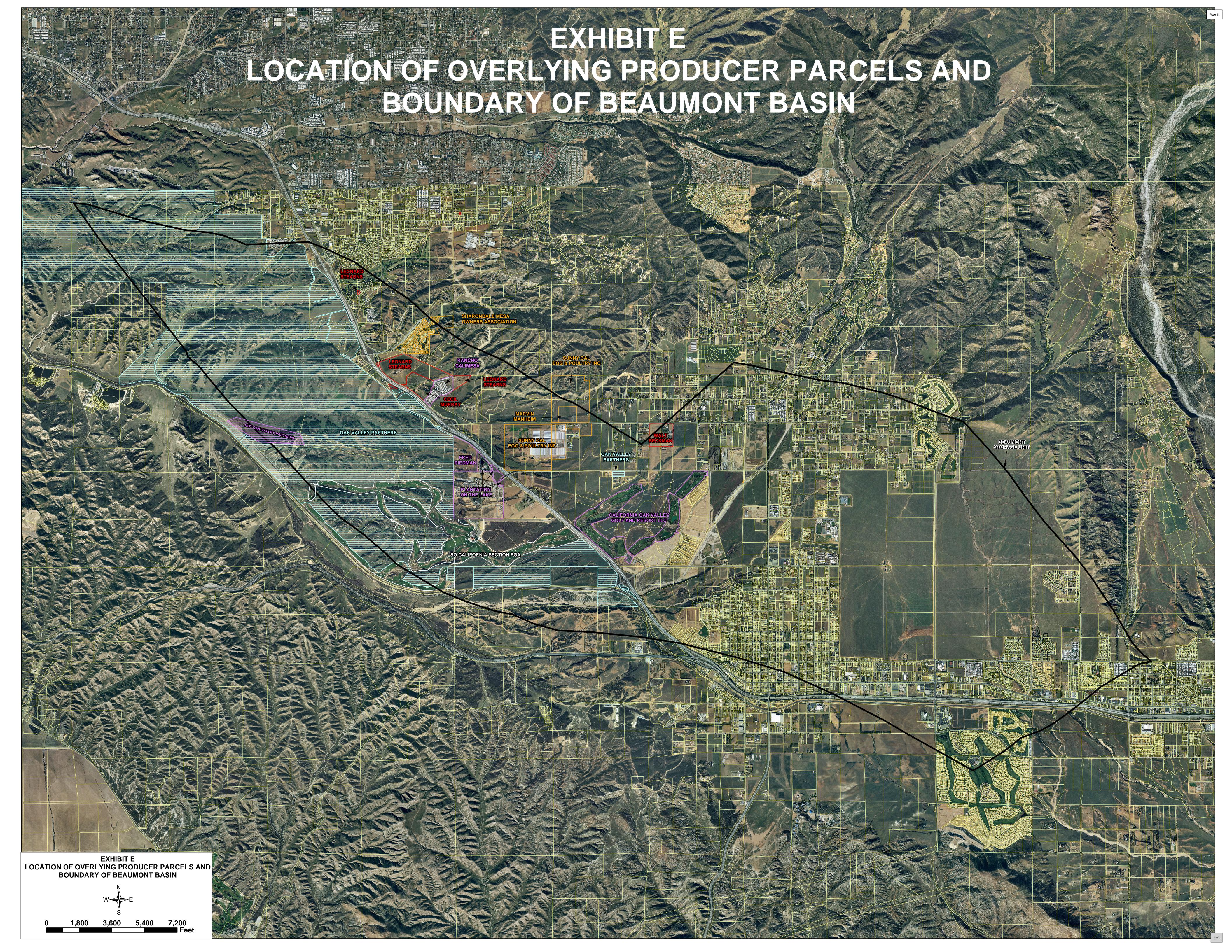
Exhibit D Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)				
Total Area	407230027 407230028	21.63 21.56 201.69				
Total Area for All Overlying Producers ³						

Note 1 -- Parcels as of June 1, 2003

Note 3 -- The Watermaster shall recognize adjustments in parcel boundaries that result in de minimus changes in water use

Note 2 — Parcels owned by Sunny-Cal Egg & Poultry Company include the overlying water rights of Manheim, Manheim and Berman and is aggregated as shown in Column 4 of Exhibit B as attributable to Sunny-Cal Egg & Poultry Company





Staff Report

TO: City Council

FROM: Todd Parton, City Manager

DATE March 2, 2021

SUBJECT: Consideration of Cooperative Agreements Between the City of

Beaumont, City of Banning, Riverside County and State of California

for the Provision of Fire Protection, Rescue, Fire Marshal and

Emergency Medical Services

Background and Analysis:

The City of Beaumont secures fire protection, fire prevention, rescue, fire marshal and emergency medical services through a series of multi-party contracts that also include the City of Banning, Riverside County and State of California. These agreements are as follows:

- 1. Contract Number 18-55:
 - Cooperative Agreement between the City of Beaumont and Riverside County for the Provision of Fire Protection, Fire Prevention, Rescue, Fire Marshal and Emergency Medical Services for the City of Beaumont;
 - b. Effective Date July 1, 2018; and
 - c. Termination Date June 30, 2021.
- 2. Contract Number 18-61:
 - a. Cooperative Agreement between the City of Banning, City of Beaumont and Riverside County for the Shared Cost of the fire engine company located at Station 20 located at 1550 East Sixth Street, Beaumont;
 - b. Effective Date July 1, 2018; and
 - c. Termination Date June 30, 2021.
- 3. Letter of Intent June 19, 2018:
 - a. Agreement with CAL FIRE to increase the level of service by adding a Paramedic Patrol at Beaumont Fire Station 66;
 - b. Effective Date January 2019; and
 - c. Termination Date to Coincide with Contract Number 18-61.
- 4. Contract Number 20-58:
 - Reimbursement Agreement with CAL FIRE for Local Area Wildland Protection;

- b. Effective Date July 1, 2020; and
- c. Termination Date June 30, 2021.

Final costs for the full complement of services for FY2020 were \$4,054,527. Total costs estimated for the current fiscal year (FY2021) are \$4,565,808 of which \$2,064,247 has been spent through the first two quarters.

Together, these four contracts function cooperatively to comprise the full range of fire related services for the City of Beaumont. These services are of vital importance to the health, safety and welfare of the community. One of the primary benefits of these agreements are that they effectively integrate the resources of Banning, Beaumont and Riverside County in a cost-effective manner. They also ensure that the City of Beaumont benefits from CAL FIRE's regional and state resources without the burden of additional fees or charges. That being said, these expenses are very impactful to the General Fund.

The FY2020 and FY2021 expenditure summary shows that approximately 80% of the annual charges relate directly to CAL FIRE costs with the remaining 20% applied to Riverside County administrative overhead. With the existing contracts expiring on June 30, 2021, Riverside County is now circulating new 3-year contracts that are identical to the existing contracts, which have remained unchanged over the past several contract cycles. Riverside County staff are in the process of updating the overhead charges.

Copies of two updated cooperative agreements from Riverside County are attached to this report. One is between the City of Beaumont and Riverside County for general services and the other is the three-party cooperative agreement between the City of Banning, City of Beaumont and Riverside County for Station 20.

City staff feels that, prior to executing the next agreements, Riverside County's 20% markup should be reviewed, and the City should request that the County provide the basis/rationale for the charges and any escalations. Additionally, actual costs over the past several years have been significantly lower than Riverside County's annual forecasts and, since this significantly restricts the City's ability to provide desperately needed services as resources are tightening, discussions with Riverside County and CAL FIRE representatives regarding modifications to the assumptions used to forecast annual expenditures are also warranted.

The table provided on the following page provides an expenditure summary for these services for FY2020 and FY2021.

City of Beaumont Actual Cal FIRE Contract Expenses - FY2020 and FY2021

Cook Element		FY2020							FY2021					
Cost Element		1st Quarter		2nd Quarter		3rd Quarter		4th Quarter	Totals	% Total Costs		1st Quarter		2nd Qtr
Safety Staffing Costs	\$	499,014	\$	623,438	\$	551,528	\$	508,542	\$ 2,182,522	53.8%	\$	482,492	\$	651,506
State Admin Pass-through	\$	58,335	\$	72,880	\$	64,473	\$	59,449	\$ 255,137	6.3%	\$	57,706	\$	77,920
Total Safety Staffing Costs	\$	557,349	\$	696,318	\$	616,001	\$	567,991	\$ 2,437,659	60.1%	\$	540,198	\$	729,426
Non-Safety Staff Costs (County)	\$	40,181	\$	27,067	\$	30,883	\$	36,583	\$ 134,714	3.3%	\$	31,333	\$	31,094
HR Overhead	\$	333	\$	539	\$	328	\$	313	\$ 1,513	0.0%	\$	321	\$	548
Total Non-Safety Staff Costs	\$	40,513	\$	27,606	\$	31,211	\$	36,896	\$ 136,226	3.4%	\$	31,654	\$	31,642
Support Services (Qtrly Admin) (Budget \$780,744 annually)	\$	195,186	\$	195,186	\$	195,186	\$	195,186	\$ 780,744	19.3%	\$	198,288	\$	198,288
Fire Engine Use Agreement (2 Engines - \$25,800 annual each)	\$	12,900	\$	12,900	\$	12,900	\$	12,900	\$ 51,600	1.3%	\$	12,900	\$	12,900
Misc Costs and Direct Charges														
Banning Station #20	\$	145,220	\$	168,255	\$	147,934	\$	149,951	\$ 611,360	15.1%	\$	132,472	\$	167,044
1st Qtr Direct Charges	\$	6,627	\$	5,117	\$	8,162	\$	8,255	\$ 28,161	0.7%	\$	6,751	\$	7,494
1st Qtr Direct Journals	\$	-	\$	-	\$	-	\$	2,885	\$ 2,885	0.1%				
AMR Trans Cost Reimburse	\$	(5,351)	\$	(5,402)	\$	(5,125)	\$	(4,627)	\$ (20,505)	-0.5%	\$	(4,810)		
FY2020 Support Srv Recon							\$	26,396	\$ 26,396	0.7%				
Subtotal	\$	146,496	\$	167,970	\$	150,971	\$	182,860	\$ 648,297	16.0%	\$	134,413	\$	174,538
Total	\$	952,445	\$	1,099,980	\$	1,006,269	\$	995,833	\$ 4,054,527		\$	917,453	\$	1,146,794

Fiscal Impact:

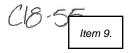
City staff estimates that it cost approximately \$1,560 to prepare this report. It is anticipated that FY2022 fees related to fire protection, fire prevention, rescue, fire marshal and emergency medical services will be approximately \$4.7 million which will be incrementally increased through the term of the agreement.

Recommended Action:

City staff recommends that the City Council direct the Mayor to formally request in writing Riverside County's basis for administrative overhead costs and budgetary forecasts associated with the fire protection, fire prevention, rescue, fire marshal and emergency medical services cooperative agreements.

Attachments:

- A. City of Beaumont Contract Number 18-55
- B. City of Beaumont Contract Number 18-61
- C. City of Beaumont Letter of Intent to Riverside County Addition of Paramedic Squad
- D. City of Beaumont Contract Number 20-58
- E. Riverside County Draft Cooperative Agreement with the City of Beaumont to Provide Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services July 1, 2021. through June 30, 2024
- F. Riverside County Draft Cooperative Agreement between the City of Banning, City of Beaumont and Riverside County for Shared Cost to Operate a Fire Engine Company at Station 20 July 1, 2021. through June 30, 2024



A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT

THIS AGREEMENT, made and entered into this day of day of 2018, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Beaumont a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter called "Fire Services"). The Riverside County Fire Department invoices for disaster preparedness and response provided by Riverside County Emergency Management Department. This Agreement is entered into pursuant to the authority granted by Government Code Sections §55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

- A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.
- B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".
- C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

- A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.
- COUNTY provides fire personnel and services through its CAL FIRE B. Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase or decrease. Proper notification shall include the following:- (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.
- C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code Section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.
- D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL-FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL-FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in

Exhibit "A" that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit "A" approved by the parties hereto.

- E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

 F. ____[] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply
- to this agreement regarding payment of services.

 G. ___[] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.
- H. ____[] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "D" are incorporated herein and shall additionally apply to this agreement regarding payment for Fire Marshall Services.
- I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement, herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be One Thousand Four Hundred Thirteen Dollars (\$1,413) per day; or Nine Thousand Eight Hundred Ninety-Six Dollars (\$9,896) per week.
- J. Notwithstanding Paragraph H, as it relates to Fire Marshal services herein, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding Fire Marshal services. In the event the CITY elects not to use Fire Marshal services outlined in Paragraph H (Exhibit D), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code sections 13145 and 13146 and at a cost to the developer as outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2018, to June 30, 2021.

Cooperative Fire Agreement City of Beaumont July 1, 2018 to June 30, 2021 3 of 8 B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the terms of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such an action for collection of costs incurred by CITY and the COUNTY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within City of Beaumont from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only

Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

- A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
 - B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to Battaglia Enterprises v. Superior Court (2013) 215 Cal.App.4th 309. that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY OF RIVERSIDE
Riverside County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

CITY OF BEAUMONT
City Manager
City of Beaumont
550 East Sixth Street
Beaumont, CA 92223

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duty authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: 5/1/2018	Nancy Carroll, Mayor
ATTEST: By: Andreanna Pfeiffer, Sity Clerk	APPROVED AS TO FORM: By: C. ty Attorey
(SEAL)	
	COUNTY OF RIVERSIDE
Dated:	By: Chairman, Board of Supervisors
ATTEST: KECIA HARPER-IHEM Clerk of the Board	APPROVED AS TO FORM: GREGORY P. PRIAMOS, County Counsel
By: Deputy	By:GREGORY P. PRIAMOS County Counsel

(SEAL)

F. VotaliREU County Finance Control Cries/COOPERATIVE AGREEMENT SEMENTATIVE AGREEMENT SEMENT FINALIOI 8. door

Cooperative Fire Agreement City of Beaumont July 1, 2018 to June 30, 2021 8 of 8 IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: 5/1/20/8	By. Nancy Carroll, Mayor
ATTEST: By: Andreanna Pfeiffer, Gity Clerk	APPROVED AS TO FORM: By:
(SEAL)	
Dated:JUN 1 2 2018	By: Chairman, Board of Supervisors CHUCK WASHINGTON
ATTEST: KECIA HARPER-IHEM Clerk of the Board By Deputy	APPROVED AS TO FORM: GREGORY P. PRIAMOS, County Counsel By: GREGORY P. PRIAMOS County Counsel

(SEAL)

F: VotaVRRU County Finance Contract Cities COOPERATIVE AGREEMENT JEMPLATE COOPERATIVE AGREEMENT FINAL 2018 AGREEME

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT ESTIMATE DATED JANUARY 1, 2018 FOR FY2018/2019 THROUGH FY2020/2021

CITY BUDGETED EXHIBIT "A" ESTIMATES

FISCAL YEAR 2018/2019	\$3,045,198
FISCAL YEAR 2019/2020	\$3,199,480
FISCAL YEAR 2020/2021	\$3,370,054
TOTAL CITY BUDGET ESTIMATES FOR FY2018/2019 - FY2020/2021	\$9,614,733

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT ESTIMATE DATED JANUARY 1, 2018 FOR FY 2018/2019

*See notation below for estimate assumptions

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS	
STA #66 Medic Engine	228,785	1	200,592	1	223,938	1	528,304	3	394,254	2	1,575,873	8
SUBTOTALS SUBT	228,785 OTAL STAFF	0	200,592	1	223,938	1	528,304	3	394,254	2	1,575,873	8
FIRE SAFET	Y SPECIALIST	Γ (PCN 000069	67)		144,085	ea	ch				144,085	1.0
	Volunteer Pro Medic Progra Battalion Chie Fleet Support ECC Support Comm/IT Sup Hazmat Supp	e/Operational ogram am ef Support t t	TOTAL		7,286 75,126	Pe Me .27 pe Ca	r assigned or Entity Al edic FTE/E FTE per r Fire Sup alls/Station	loca Defik Star pres Ba	ation o Basis tion ssion Equi sis	ip -	181,995 7,286 26,775 75,126 60,561 97,312 190,200 31,067 670,321	8.27 1.0 3.0 1.0 1.0
FIRE ENGINE		MENT INE 20 STAFF	ING SHARE AGR onal Exhibit "1A'		,		ch engine 129)				15,625 51,600 587,694	2
	TOTAL STAF	F COUNT										8.00

TOTAL ESTIMATED CITY BUDGET

\$3,045,198

8.0 Assigned Staff 0.27 Battalion Chief Support 8.27 Total Assigned Staff

SUPPORT SERVICES

1 Fire Stations Administrative & Operational Services 3,184 Number of Calls **Finance** 3 Assigned Medic FTE Procurement 1 Monitors/Defibs Training **Emergency Services** 1 Hazmat Stations **Data Processing** Fire Fighting Equip. 21 Number of Hazmat Calls Accounting

Personnel Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/ Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 18/19 POSITION SALARIES TOP STEP

327,656	DEPUTY CHIEF	25,800	FIRE ENGINE
323,224	DIV CHIEF	22,007	SRVDEL
268,046	BAT CHIEF	7,286	VOL DEL
228,785	CAPT	8,087	MEDIC FTE
254,596	CAPT MEDIC	2,513	MEDIC MONITORS/DEFIBS REPLACEMENT
200,592	ENG	75,126	BATT DEL
223,938	ENG/MEDIC	16,308	ECC STATION
176,101	FF II	28.00	ECC CALLS
197,127	FF II/MEDIC	60,561	FLEET SUPPORT
153,799	FIRE SAFETY SUPERVISOR	31,876	COMM/IT STATION
144,085	FIRE SAFETY SPECIALIST	54.73	COMM/IT CALLS
124,995	FIRE SYSTEMS INSPECTOR	1,290	FACILITY STATION
74,136	OFFICE ASSISTANT III	340.93	FACILITY FTE
86,787	SECRETARY I	4,452	HAZMAT STATION
116,074	EMERGENCY SVC COORDINATOR	1,279.36	HAZMAT CALLS
226,794	COUNTY FIRE MARSHAL	1,974	HAZMAT VEHICLE REPLACEMENT
165,934	COUNTY DEPUTY FIRE MARSHAL		

*Estimate Assumptions:

- All Salaries based on 17/18 salaries and updated with MOU raises
- Support Services with a 7% increase based on the 17/18 Board Approved Cost Allocation dated August 29, 2017
- POFF Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 4.83% based on last 5 years increase
- Misc Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 2.80% based on last 5 years increase
- EDWC Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.83% based on last 5 years increase
- POF-RET/MEDI Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.31% based on last 5 years increase
- Admin Fee Per REVISED July 2017 Matrix with an estimated increase of 0.10% based on last three years changes

FY 18/19 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Maint-Office Equipment
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522340	Station Budgeted Maint-Building and Improvement
522360	Maint-Extermination
522380	Maint-Critical Systems
522410	Maint-Health & Safety
522860	Medical Supplies
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Building
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Capital Improvements Facilities

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT ESTIMATE DATED JANUARY 1, 2018 FOR FY 2019/2020

*See notation below for estimate assumptions

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S		SINEER EDICS		FF II'S		FF II MEDICS		TOTALS	
STA #66 Medic Engine	240,644	1	210,944	1 2	35,217	1	555,537	3	414,050	2	1,656,393	8
SUBTOTALS SUBTO	5 240,644 OTAL STAFF 1	0	210,944 o	1 2	35,217	1	555,537	3	414,050	2	1,656,393	8
FIRE SAFET	Y SPECIALIST	(PCN 000069	67)	1	44,085	ea	ch				144,085	1.0
	SUPPORT SE Administrative Volunteer Pro Medic Prograt Battalion Chie Fleet Support ECC Support Comm/IT Sup Hazmat Supp SUPPORT SE	e/Operational ogram mef Support	ΓΟΤΑL		7,796 80,385	Pe Me .27 pe Ca	r assigned r Entity Al edic FTE/E r FTE per r Fire Sup ills/Station	loca Defik Star pres Ba	ation o Basis tion ssion Equi sis	ip (=	194,735 7,796 28,649 80,385 64,800 104,124 203,514 33,242 717,244	8.27 1.0 3.0 1.0 1.0
FIRE ENGINE		MENT NE 20 STAFFI	NG SHARE AGR	EEMEN			ch engine 129)			=	15,625 51,600 614,534	2
	TOTAL STAF	F COUNT										8.00

TOTAL STAFF COUNT

\$3,199,480

TOTAL ESTIMATED CITY BUDGET

8.0 Assigned Staff 0.27 Battalion Chief Support 8.27 Total Assigned Staff

1 Fire Stations

SUPPORT SERVICES

Administrative & Operational Services 3,184 Number of Calls 3 Assigned Medic FTE **Finance** Procurement 1 Monitors/Defibs **Training Emergency Services** 1 Hazmat Stations **Data Processing** 21 Number of Hazmat Calls Fire Fighting Equip. Accounting Office Supplies/Equip. Personnel

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/ Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 19/20 POSITION SALARIES TOP STEP

336,204	DEPUTY CHIEF	25,800	FIRE ENGINE
331,657	DIV CHIEF	23,547	SRVDEL
279,919	BAT CHIEF	7,796	VOL DEL
240,644	CAPT	8,653	MEDIC FTE
267,489	CAPT MEDIC	2,689	MEDIC MONITORS/DEFIBS REPLACEMENT
210,944	ENG	80,385	BATT DEL
235,217	ENG/MEDIC	17,449	ECC STATION
185,179	FF II	29.96	ECC CALLS
207,025	FF II/MEDIC	64,800	FLEET SUPPORT
153,799	FIRE SAFETY SUPERVISOR	34,108	COMM/IT STATION
144,085	FIRE SAFETY SPECIALIST	58.56	COMM/IT CALLS
124,995	FIRE SYSTEMS INSPECTOR	1,381	FACILITY STATION
74,136	OFFICE ASSISTANT III	364.80	FACILITY FTE
86,787	SECRETARY I	4,764	HAZMAT STATION
116,074	EMERGENCY SVC COORDINATOR	1,368.91	HAZMAT CALLS
226,794	COUNTY FIRE MARSHAL	2,113	HAZMAT VEHICLE REPLACEMENT
165,934	COUNTY DEPUTY FIRE MARSHAL		

*Estimate Assumptions:

- All Salaries based on 17/18 salaries and updated with MOU raises
- Support Services with a 7% increase based on the 17/18 Board Approved Cost Allocation dated August 29, 2017
- POFF Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 4.83% based on last 5 years increase
- Misc Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 2.80% based on last 5 years increase
- EDWC Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.83% based on last 5 years increase
- POF-RET/MEDI Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.31% based on last 5 years increase
- Admin Fee Per REVISED July 2017 Matrix with an estimated increase of 0.10% based on last three years changes

FY 19/20 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone	
520300	Pager Service	
520320	Telephone Service	
520800	Household Expense	
520805	Appliances	
520830	Laundry Services	
520840	Household Furnishings	
520845	Trash	
521380	Maint-Copier Machines	
521440	Maint-Kitchen Equipment	
521540	Maint-Office Equipment	
521660	Maint-Telephone	
521680	Maint-Underground Tanks	
522310	Maint-Building and Improvement	
522340	Station Budgeted Maint-Building and Improve	nent
522360	Maint-Extermination	
522380	Maint-Critical Systems	
522410	Maint-Health & Safety	
522860	Medical Supplies	
522890	Pharmaceuticals	
523220	Licenses And Permits	
523680	Office Equip Non Fixed Assets	
526700	Rent-Lease Building	
529500	Electricity	
529510	Heating Fuel	
529550	Water	
537240	Interfnd Exp-Utilities	
542060	Capital Improvements Facilities	FY 202

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT ESTIMATE DATED JANUARY 1, 2018 FOR FY 2020/2021

*See notation below for estimate assumptions

	CAPTAIN'S	CAPTAIN'S MEDICS	ENGINEER'S		IGINEER IEDICS		FF II'S		FF II MEDICS		TOTALS	
STA #66 Medic Engine	252,334 1		221,183	1	246,444	1	582,486	3	433,688	2	1,736,135	8
SUBTOTALS SUBTO	252,334 DTAL STAFF 1	0 0	221,183	1	246,444	1	582,486	3	433,688	2	1,736,135	- 8
FIRE SAFETY	SPECIALIST (PCN 00006967	")		144,085	ea	ch				144,085	1.0
	SUPPORT SEF Administrative/ Volunteer Prog Medic Program Battalion Chief Fleet Support ECC Support Comm/IT Supp Hazmat Support SUPPORT SEF	Operational gram Support port	DTAL		8,341 86,011	Pe Me .27 per Ca	r assigned r Entity All edic FTE/E r FTE per r Fire Supp lls/Station	loca Defil Sta pres Ba	ation o Basis tion ssion Equ sis	ip •-	208,366 8,341 30,654 86,011 69,336 111,412 217,760 35,569 767,451	8.27 1.0 3.0 1.0 1.0
FIRE ENGINE		MENT IE 20 STAFFIN	G SHARE AGRE				ch engine 129)			(-	15,625 51,600 655,159	2
	TOTAL STAFF	COUNT										8.00
	TOTAL ESTIM	ATED CITY BU	JDGET							55 4	\$3,370,054	

8.0 Assigned Staff 0.27 Battalion Chief Support

SUPPORT SERVICES

Administrative & Operational Services

Finance

Training Data Processing

Accounting Personnel

Procurement

Emergency Services Fire Fighting Equip. Office Supplies/Equip.

1 Fire Stations 3,184 Number of Calls

8.27 Total Assigned Staff

3 Assigned Medic FTE 1 Monitors/Defibs

1 Hazmat Stations

21 Number of Hazmat Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/ Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 20/21 POSITION SALARIES TOP STEP

344,767	DEPUTY CHIEF	25,800	FIRE ENGINE
340,104	DIV CHIEF	25,195	SRVDEL
292,145	BAT CHIEF	8,341	VOL DEL
252,334	CAPT	9,259	MEDIC FTE
280,236	CAPT MEDIC	2,878	MEDIC MONITORS/DEFIBS REPLACEMENT
221,183	ENG	86,011	BATT DEL
246,444	ENG/MEDIC	18,671	ECC STATION
194,162	FF II	32.06	ECC CALLS
216,844	FF II/MEDIC	69,336	FLEET SUPPORT
153,799	FIRE SAFETY SUPERVISOR	36,495	COMM/IT STATION
144,085	FIRE SAFETY SPECIALIST	62.66	COMM/IT CALLS
124,995	FIRE SYSTEMS INSPECTOR	1,477	FACILITY STATION
74,136	OFFICE ASSISTANT III	390.34	FACILITY FTE
86,787	SECRETARY I	5,097	HAZMAT STATION
116,074	EMERGENCY SVC COORDINATOR	1,464.73	HAZMAT CALLS
226,794	COUNTY FIRE MARSHAL	2,260	HAZMAT VEHICLE REPLACEMENT
165,934	COUNTY DEPUTY FIRE MARSHAL		

*Estimate Assumptions:

- All Salaries based on 17/18 salaries and updated with MOU raises
- Support Services with a 7% increase based on the 17/18 Board Approved Cost Allocation dated August 29, 2017
- POFF Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 4.83% based on last 5 years increase
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- POF-RET/MEDI Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.31% based on last 5 years increase
- Admin Fee Per REVISED July 2017 Matrix with an estimated increase of 0.10% based on last three years changes

FY 20/21 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Maint-Office Equipment
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522340	Station Budgeted Maint-Building and Improvement
522360	Maint-Extermination
522380	Maint-Critical Systems
522410	Maint-Health & Safety
522860	Medical Supplies
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Building
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Capital Improvements Facilities FY 20:

EXHIBIT "C"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT DATED JULY 1, 2018

PAYMENT FOR SERVICES ADDITIONAL SERVICES FIRE ENGINE USE AGREEMENT

Station 66

Engine E66, RCO No. 16-848 \$ 25,800.00

Engine E266, RCO No. 04-813 \$ 25,800.00

\$ 51,600.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the owner of said fire

engine(s). All other maintenance and repairs to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$516,000. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

EXHIBIT "D"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT DATED JULY 1, 2018

PAYMENT FOR ADDITIONAL SERVICES OFFICE OF THE FIRE MARSHAL AGREEMENT

The Fire Marshal Agreement is utilized in the event a CITY elects to fund locally direct COUNTY Fire Marshal personnel at the CITY to perform the duties of the Office of the Fire Marshal. These duties include:

For conformance with applicable laws, codes and regulations concerning fire protection and life safety -

- Review Planning and Development Cases for the CITY
- Review and inspection of construction development for the CITY
- State mandated Fire/Life Safety Inspections in accordance with Health and Safety Code 13146.1, 13146.2, 13146.3, 13217 and 13235
- Review, Permitting and Inspection of Special Events
- Investigation of fire safety complaints
- Meeting with development applicants and customers

Administrative activities -

- Creation and maintenance of forms for review and inspection of construction development and fire/life safety inspections.
- Provide information to customers on CITY Ordinances and Standards for construction
- Creation and maintenance of Information Bulletins, Technical Policies and Standards for Fire Protection in the CITY
- Provide recommendations on updating CITY Ordinances and Standards in regards to fire/life safety

In the event CITY desires an increase in the Office of the Fire Marshal duties services provides, CITY shall provide sixty (60) days written notice of the proposed increase in services. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within thirty (30) days of the notice provided pursuant to this section.

It is the CITY responsibility to provide funding for all direct operating supplies for each position in accordance with COUNTY requirements and/or standards. These supplies include, but are not limited to:

- Vehicle and regular maintenance
- Training
- Office space, furniture, Code & Standard reference books, and general & field supplies

Exhibit "D"
CITY OF BEAUMONT
Page 1 of 2

- All IT and Communication tools (such as cell phone, computer, etc.)
- Uniform costs

All costs including salaries and benefits will be included in each quarterly invoice as autlined in the Cooperative Agreement.

The CITY may opt out of this Agreement and eliminate funding for locally direct COUNTY Fire Marshal personnel at the CITY in writing with a minimum notice of one hundred and twenty (120) days. The costs will be prorated accordingly by services provided and fiscal year.

It is the responsibility of the CITY to obtain cost recovery for the Fire Marshal services provided by these personnel for the CITY.



CAL FIRE - RIVERSIDE UNIT RIVERSIDE COUNTY FIRE DEPARTMENT

Item 9.

Shawn C. Newman - Fire Chief

210 West San Jacinto Avenue, Perris, CA 92570-1915 Bus: (951) 940-6900 Fax: (951) 940-6373 www.rvcfire.org

PROUDLY SERVING THE UNINCORPORATED AREAS OF RIVERSIDE COUNTY AND THE CITIES OF:

BANNING

BEAUMONT

CANYON LAKE

COACHELLA

DESERT HOT SPRINGS

EASTVALE

INDIAN WELLS

INDIO

JURUPA VALLEY

LAKE ELSINORE

LA QUINTA

MENIFEE

MORENO VALLEY

Norco

PALM DESERT

PERRIS

RANCHO MIRAGE

RUBIDOUX CSD

SAN JACINTO

TEMECULA

CANYON LAKE

BOARD OF SUPERVISORS:

KEVIN JEFFRIES
DISTRICT 1

KAREN SPIEGEL DISTRICT 2

CHARLES WASHINGTON DISTRICT 3

V. MANUEL PÉREZ DISTRICT 4

JEFF HEWITT DISTRICT 5 DECEIVED AUG 2 9 2019

August 22, 2019

BY: may !...

To: Nancy Carroll, City Manager

City of Beaumont

From: Letty Morales

Administrative Services Analyst Riverside County Fire Department

Re: Form 11 and the E20 Cost Share Cooperative Agreement

between the City of Banning, the City of Beaumont and the

County of Riverside.

Varales

Enclosed is a fully executed original E20 Cost Share Cooperative Agreement to provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services between the City of Banning, the City of Beaumont and the County of Riverside.

This agreement expires June 30, 2021. I have calendared January 1, 2021 to begin renewal process again.

Thank you,

Letty Morales (961) 940-6778

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



ITEM 3:25 (ID # 10523)

Item 9.

MEETING DATE: Tuesday, August 6, 2019

FROM: FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Ratify and Approve the Cooperative Agreement between the City of Banning, the City of Beaumont and Riverside County to Share the Cost of a Fire Engine Company for three (3) year; District 5 [\$5,981,270]; Contract Reimbursement 67%, Structural Fire Taxes 16%, General Fund 17%

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve and Ratify the attached Cooperative Agreement between the City of Banning, the City of Beaumont and Riverside County to Share the Cost of a Fire Engine Company for three (3) years; and
- 2. Authorize the Chairman of the Board to execute this Cooperative Agreement on behalf of the County; and
- 3. Authorize the Fire Chief to negotiate and execute any amendments to the Exhibit "A" of this Agreement.

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington and Perez

Nays:

None

Absent:

Hewitt

Date:

August 6, 2019

XC:

F/re

Kecia R. Harper

eputy

3.25

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

FINANCIAL DATA	Cur	rent Fiscal Year:	Ñ	ext Fiscal Year:	Total Cost:		Ongoing Cost	
COST	\$	1,894,234	\$	2,052,453	\$	5,981,270	\$	N/A
NET COUNTY COST	\$	322,020	\$	348 917	\$	1,016,816	\$	N/A
SOURCE OF FUNDS Structural Fire Taxes						Budget Adj	ustment	: No
						For Fiscal Y	ear: 18/	19-20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary (continued)

The City of Banning, the City of Beaumont and Riverside County have been cost sharing for Banning Fire Engine 20 since July 1, 2010 and they wish to continue this cost share agreement for Fire Protection Services with the Riverside County Fire Department. As such, the City of Banning, the City of Beaumont and Riverside County have reached an agreement as to cost sharing of Banning Fire Engine Number 20 to keep such equipment in service. There were no changes in the Agreements level of County staffing since the previous signed Agreement in FY 15/16. The term of this agreement is July 1, 2018 through June 30, 2021. The current FY 19/20 cost is estimated at \$1,894,234 with 1/3 split between the three (3) agencies and subject to increase and/or decrease based on fiscal year end reconciliation of support services with actual costs to be adjusted on the 4th Quarter Invoice sent out in August following the fiscal year close.

The City of Beaumont approved the Agreement on May 1, 2018. The City of Banning approved the Agreement on June 12, 2019.

The agreement has been reviewed and approved as to form by County Counsel.

Impact on Citizens and Businesses

There are no changes in the Agreement; therefore, there will be no impact on businesses or citizens of the City of Banning, the City of Beaumont and Riverside County due to the renewal of this agreement. However, the language in the Agreement does state that in the event the City of Banning secures and receives money from additional funding sources which it allocates to the services described herein, City of Banning shall give County notice within thirty (30) days, or within reasonable time thereof, of the amount received. County will seek reimbursement on behalf of the County and the City of Beaumont by separate invoice. Any concerns will be discussed with the agencies' Representatives.

SUPPLEMENTAL: Additional Fiscal

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

Fire estimates receiving \$1,356,388 for FY 18/19, \$1,262,822 for FY 19/20 and \$1,368,302 for FY 20/21 in revenue from the City of Banning and the City of Beaumont. The estimated County Cost Share amount is \$678,194 for FY 18/19, \$631,411 for FY 19/20 and \$684,151 for FY 20/21. The renewal of this agreement does not contain an additional impact to the general fund.

Contract History and Price Reasonableness

The City of Banning has been contracting for Riverside County Fire Service since 1998 and the City of Beaumont since 1978. The estimated contract increased Exhibit "A" is 3.79%. This increase is due to the various rate increases from the State Cooperative Agreement and County cost increases. There were no changes in the Agreements level of County staffing since the previous signed Agreement January 5, 2016, Item #3.14.

Diane Sinclair, Deputy Director-Fire Admin

7/30/2019

7/30/2019

Gregory . Priaplos, Director County Counsel

7/24/201

A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BANNING, THE CITY OF BEAUMONT, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A FIRE ENGINE COMPANY

THIS	S AGREEMENT, was made and entered into this 12-11 day of
TUNE	, 2019, by and between the County of Riverside, a political subdivision of
the State of	f California, on behalf of the Fire Department, (hereinafter referred to as
) and the City of Banning and the City of Beaumont, duly created cities
	r referred to as "CITIES"). And hereinafter may collectively be referred to as
the "Parties	

SECTION I: PURPOSE

- A. The COUNTY has contracted with the City of Banning, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Banning, dated November 3, 2015, by and between the City of Banning and the County of Riverside (the "Banning Cooperative Agreement").
- B. The COUNTY has contracted with the City of Beaumont, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Beaumont, dated June 21, 2016, by and between the City of Beaumont and the County of Riverside (the "Beaumont Cooperative Agreement").
- C. The CITIES and COUNTY desire to enter into a cost sharing agreement for one (1) fire engine company which will be of mutual benefit for all involved agencies. The CITIES and COUNTY agree that the current fire engine company provides service to the City of Banning as well as to the City of Beaumont and unincorporated territory of the County.
- D. The City of Beaumont and COUNTY desire to contribute among the participating parties, with each party paying one-third (1/3) of the fire engine staffing costs.

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NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

<u>Emergency Responses</u>: The fire engine shall be dispatched, when available, to all emergencies within the jurisdictions of the CITIES and COUNTY.

SECTION III: COST SHARE

The Parties agree the cost of the fire engine shall be billed to CITIES by the COUNTY within the normal quarterly billing pursuant to the CITIES respective Cooperative Agreements and the cost will be shown as a line item on that bill. The total amount due under this Agreement by each party will be invoiced on a pro-rata share basis on each party's respective quarterly billing. The CITIES will receive an estimated cost of the fire engine staffing based on the top step salaries of the personnel assigned to the fire engine 20, at the first of the fiscal year. The cost pool of the fire engine staffing costs shall consist of the salaries, benefits, administrative costs of Full Time Employees, and Medic Support Services costs of One (1) Fire Captains, One (1) Fire Apparatus Engineers, One (1) Fire Apparatus Paramedic, Two (2) Firefighter Paramedics, and Three (3) Firefighters.

In the event that the City of Banning secures and receives money from additional funding sources which it allocates to the services described herein, City of Banning shall give COUNTY notice within thirty (30) days, or within a reasonable time thereof, of the amount received. COUNTY will seek reimbursement on behalf of the COUNTY and the City of Beaumont by separate invoice.

SECTION IV: TERM

The term of this Agreement shall be from July 1, 2018 to June 30, 2021. Any party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party's hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of CAL FIRE or CITIES, COUNTY agrees to continue to provide Fire Services to CITIES until such time as CITIES has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2020.

The City of Banning agrees to continue to seek alternative funding sources for fire protection services.

SECTION V: INDEMNIFICATION, AUDIT, DISPUTES, & ATTORNEY'S FEES

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITIES, their agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "City Indemnitees") for from and against any and all liabilities, claims, damages, losses, liens, causes of action. suits, awards, judgments and expenses, attorney and/or consultant fees and costs. taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "County Liabilities"). Notwithstanding the foregoing, the only County Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to County Liabilities resulting from the negligence or willful misconduct of a City Indemnitee, or to the extent such claims do not arise out of pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, but subject to the limits in this paragraph, each CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "County Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder by the respective CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of the respective CITY, its officers, employees, subcontractors, agents, or representatives (collectively, "City Liabilities"). No CITY shall be required to indemnify, protect, defend and hold harmless County Indemnitees for the acts or omissions of another CITY giving rise to City Liabilities in that other City pursuant to this Agreement. Furthermore, and notwithstanding the first sentence of this paragraph, the City Liabilities with respect to which each CITY's obligation to indemnify, including the cost to defend, the County Indemnitees does not apply with respect to City Liabilities resulting from the negligence or willful misconduct of a County Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement."

SECTION VI. OWNERSHIP OF THE FIRE ENGINE

The City of Banning owns fire engine 20 and will pay the engine maintenance costs through the cost allocation plan as outlined in the "Banning Cooperative Agreement.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

COUNTY OF RIVERSIDE County Fire Chief 210 West San Jacinto Avenue San Jacinto, CA 92570

CITY OF BEAUMONT City Manager 550 East 6th Street Beaumont, CA 92223

CITY OF BANNING City Manager 99 East Ramsey Street Banning, CA 92220-0998

Any notice required to be given hereunder to either party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII. GENERAL PROVISIONS

A. ALTERATION OF TERMS.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all Parties.

B. JURISDICTION AND VENUE.

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction of the appropriate courts in the County of Riverside, State of California.

C. WAIVER.

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this

Agreement shall not be construed as in any manner changing the terms hereof, or estopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINISTRATION

- 1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.
- 2. The CITIES respective City Manager shall administer this Agreement on behalf of its own City.

F. ENTIRE AGREEMENT.

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

///

///

///

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: 6/12/19	CITY OF BANNING
ATTEST:	By:
By: Daryl Betancur, Deputy City Clerk	By: <u>Revin G. Ennis, City Attorney</u>
(SEAL)	
Dated:	CITY OF BEAUMONT
	By: Nancy Carroll, Mayor
ATTEST:	APPROVED AS TO FORM:
By: Andreanna Pfeiffer, City Clerk	By:City Attorney

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated:	CITY OF BANNING
ATTEST:	By:
By: Marie A. Calderon, City Clerk	By:City Attorney
(SEAL)	
Dated: 3/1/2018	CITY OF BEAUMONT
	By: Nancy Carroll, Mayor
ATTEST:	APPROVED AS TO FORM:
By: Andreanna Pfeiffer, Gity Clerk	By: City Attorney

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

COOPERATIVE AGREEMENT TO SHARE THE COST OF FIRE ENGINE 20 CITY OF BANNING, BEAUMONT, & COUNTY OF RIVERSIDE July 1, 2018 to June 30, 2021 6 of 7

Dated:	AUG	06	2019	
Datou.	1100	UU	-010	

COUNTY OF RIVERSIDE

By: Chairman Board of Supe

Chairman, Board of Supervisors KEVIN JEFFRIES

APPROVED AS TO FORM: GREGORY P. PRIAMOS, County Counsel

ATTEST:

Kecia Harper-Ihem Clerk of the Board

By:

Deputy

(SEAL)

By:

GREGORY P. PRIAMOS, Deputy County Counsel

Deputy

EXHIBIT "A"

ENGINE 20 STAFFING COSTS SHARED BETWEEN THE CITIES OF BANNING, BEAUMONT, AND THE COUNTY OF RIVERSIDE ESTIMATE DATED APRIL 5, 2019 FOR FY 2019/2020 AND FY2020/2021

CITY BUDGETED COST ESTIMATE

FISCAL YEAR 2019/2020 \$1,894,234

FISCAL YEAR 2020/2021 \$2,052,453

TOTAL CITY BUDGET **ESTIMATE** FOR FY2019/2020 AND FY2020/2021 \$3,946,688

EXHIBIT "A"

ENGINE 20 STAFFING COSTS SHARED BETWEEN THE CITIES OF BANNING, BEAUMONT, AND THE COUNTY OF RIVERSIDE ESTIMATE DATED APRIL 5, 2019 FOR FY 2019/2020

*See notation below for estimate assumptions

CAPTAIN'S CAPTAIN'S MEDICS	ENGINEER'S	ENGINEER MEDICS	FF II'S	FF II MEDICS	TOTALS	
STA #20 Medic Engine 246,135 1	215,984	1 248,214	_1_558,613 _3	3 430,561	2 1,699,507	
SUBTOTALS 246,135 SUBTOTAL STAFF 1	215,984	248,214	558,613 1 3	430,561	1,699,507	8
ESTIMATED SUPPORT SERVICES Administrative/Operational Medic Program ESTIMATED SUPPORT SERVICES SUBTO	DTAL		per assigned S per assigned N		173,015 21,712 194,727	
TOTAL STAFF COUNT						
TOTAL ESTIMATED CITY BU	JDGET				\$1,894,234	=
		City of Banning	Share 1/3	\$631,411	S== 25	ন
		County of River	side Share 1/3	\$631,411		
ESTIMATED SUPPORT SERVICES		City of Beaumo		\$631,411		
Administrative & Operational Services Finance	Procurement			ssigned Staff otal Assigned		
Training	Emergency Se	ervices	5.55	J.C. / Wolgillo	Ciuli	
Data Processing	Fire Fighting E	Equip.				

Office Supplies/Equip.

Medic Program - Support staff, Training, Certification, Case Review & Reporting (PCA 37129)

Accounting

Personnel

EXHIBIT "A" E20 STAFFING COST SHARING 2 of 5

FY 19/20 ESTIMATED POSITION SALARIES TOP STEP

342,016 286,208 246,135 281,374 215,984 248,214 186,204 215,281 153,799 144,085	ENG/MEDIC	21,627 6,254 7,237 2,491 77,755 17,547 27.45 62,273 33,163 -51.87	FIRE ENGINE SRVDEL VOL DEL MEDIC FTE MEDIC MONITORS/DEFIBS REPLACEMENT BATT DEL ECC STATION ECC CALLS FLEET SUPPORT COMM/IT STATION COMM/IT CALLS FACILITY STATION
144,085	FIRE SAFETY SPECIALIST	51.87	COMM/IT CALLS
,			
	OFFICE ASSISTANT III	449.41	FACILITY FTE
86,787	SECRETARY I	4,641	HAZMAT STATION
116,074	EMERGENCY SVC COORDINATOR	909.68	HAZMAT CALLS
•	COUNTY FIRE MARSHAL COUNTY DEPUTY FIRE MARSHAL	1,974	HAZMAT VEHICLE REPLACEMENT

*Cost Assumptions:

- All Salaries based on 19/20 Rate Letter dated 02/19/2019
- Support Services based on 18/19 Board Approved Cost Allocation dated 09/18/2018
- Benefits based on Prelim Rate Matrix emailed March 12, 2019.

FY 19/20 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521540	Maint-Office Equipment
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522340	Station Budgeted Maint-Building and Improvement
522360	Maint-Extermination
522380	Maint-Critical Systems
522410	Maint-Health & Safety
522860	Medical Supplies
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Building
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Interfnd Exp-Utilities
542060	Capital Improvements Facilities
	EY

EXHIBIT "A" E20 STAFFING COST SHARING 3 of 5

EXHIBIT "A"

ENGINE 20 STAFFING COSTS SHARED BETWEEN THE CITIES OF BANNING, BEAUMONT, AND THE COUNTY OF RIVERSIDE ESTIMATE DATED APRIL 5, 2019 FOR FY 2020/2021

*See notation below for estimate assumptions

CAPTAIN'S		ENGINEER		FF II	
CAPTAIN'S MEDICS	ENGINEER'S	MEDICS	FF II'S	MEDICS	TOTALS
STA #20					
Medic Engine 249,808 1	219,160	1 250,287	1 750,862	3 377,872	2 1,847,990 8
SUBTOTALS 249,808	219,160	250,287	750,862	377,872	1,847,990
SUBTOTAL STAFF 1		1	1	3 2	
ESTIMATED SUPPORT SERVICES					
Administrative/Operational		22,708	per assigned	Staff **	181,665 8
Medic Program		7,599			22,798 3
ESTIMATED SUPPORT SERVICES SUBT	OTAL				204,464
TOTAL STAFF COUNT					
TOTAL estimated city b	BUDGET				\$2,052,453
		City of Banning	g Share 1/3	\$684,151	
		County of Rive	rside Share 1/3	\$684,151	
		City of Beaumo	ont Share 1/3	\$684,151	
ESTIMATED SUPPORT SERVICES		,,			
Administrative & Operational Services			8.00	Assigned Staff	
Finance	Procurement		** 8.00	Total Assigned	Staff
Training	Emergency So				
Data Processing	Fire Fighting E				
Accounting	Office Supplie	es/Equip.			

Medic Program - Support staff, Training, Certification, Case Review & Reporting (PCA 37129)

Personnel

EXHIBIT "A" E20 STAFFING COST SHARING 4 of 5

FY 20/21 POSITION SALARIES TOP STEP

	DEPUTY CHIEF DIV CHIEF	•	FIRE ENGINE SRVDEL
290,484	BAT CHIEF	6,567	VOL DEL
249,808	CAPT	7,599	MEDIC FTE
283,861	CAPT MEDIC	2,616	MEDIC MONITORS/DEFIBS REPLACEMENT
219,160	ENG	81,642	BATT DEL
250,287	ENG/MEDIC	18,424	ECC STATION
188,936	FF II	28.82	ECC CALLS
216,943	FF II/MEDIC	65,387	FLEET SUPPORT
155,337	FIRE SAFETY SUPERVISOR	34,821	COMM/IT STATION
152,029	FIRE SAFETY SPECIALIST	54.47	COMM/IT CALLS
126,680	FIRE SYSTEMS INSPECTOR	1,759	FACILITY STATION
74,878	OFFICE ASSISTANT III	471.88	FACILITY FTE
87,654	SECRETARY I	4,873	HAZMAT STATION
117,235	EMERGENCY SVC COORDINATOR	955.17	HAZMAT CALLS
230,366	COUNTY FIRE MARSHAL	2,073	HAZMAT VEHICLE REPLACEMENT
168,447	COUNTY DEPUTY FIRE MARSHAL		

*Cost Assumptions:

- All Salaries updated to known MOU as of February 2019 and CALFIRE BU8 Summary Letter
- Benefits increased based on 5 year average of historical increases/decreases
- Admin Fee Per March 2019 Matrix with no change estimated
- Uniform Allowance increased and benefit calculation removed

FY 20/21 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone	
520300	Pager Service	
520320	Telephone Service	
520800	Household Expense	
520805	Appliances	
520830	Laundry Services	
520840	Household Furnishings	
520845	Trash	
521380	Maint-Copier Machines	
521440	Maint-Kitchen Equipment	
521540	Maint-Office Equipment	
521660	Maint-Telephone	
521680	Maint-Underground Tanks	
522310	Maint-Building and Improvement	
522340	Station Budgeted Maint-Building and Improvem	ent
522360	Maint-Extermination	
522380	Maint-Critical Systems	
522410	Maint-Health & Safety	
522860	Medical Supplies	
522890	Pharmaceuticals	
523220	Licenses And Permits	
523680	Office Equip Non Fixed Assets	
526700	Rent-Lease Building	
529500	Electricity	
529510	Heating Fuel	
529550	Water	
537240	Interfnd Exp-Utilities	FXH
542060	Capital Improvements Facilities	E20 S COST

EXHIBIT "A" E20 STAFFING COST SHARING 5 of 5



550 E. 6th Street, Beaumont, CA 92223 Phone (951) 769-8520 Fax (951) 769-8526

www.Beaumont-Ca.gov

Daniel Talbot, Riverside County Fire Chief Riverside County Fire Department 210 W. San Jacinto Avenue Perris, CA 92570

Re: Letter of Intent – Level of Fire Service for the City of Beaumont

Dear Chief Talbot:

At the June 19, 2018 Council meeting, Council approved to increase the level of fire services in the City of Beaumont. This increase will allow the City to staff a Paramedic Patrol at the Beaumont Fire Station #66. This adds five (5) total positions for this unit, two (2) Fire Apparatus Engineers; one (1) Fire Apparatus Engineer Paramedic; and two (2) Fire Fighter II Paramedics.

Sincerely,

Todd Parton

City Manager

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

3540-3CA04805

Item 9.

STATE OF CALIFORNIA **COOPERATIVE FIRE PROGRAMS** AGREEMENT NUMBER

3CA04805 REGISTRATION NUMBER:

LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION REIMBURSEMENT AGREEMENT LG-W REV 01/2017 1. This Agreement is entered into between the State Agency and the Local Agency named below: California Department of Forestry and Fire Protection - (CAL FIRE) LOCAL AGENCY'S NAME City of Beaumont July 1, 2020 through 2. The term of this Agreement is: June 30, 2021 The maximum amount of this Agreement is: \$ 43,338.12 Forty three thousand three hundred thirty eight dollars and twelve cents 4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. Exhibit A - Scope of Work - Includes page 2 (contact page) in count for Exhibit A pages Exhibit B - Budget Detail and Payment Provisions pages Exhibit C* - General Terms and Conditions; DGS GTC Version: 04/2017 pages Exhibit D - Special Terms and Conditions (Attached hereto as part of this Agreement) pages Exhibit E - Additional Provisions pages tems shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto, General Terms and Conditions can be viewed at: http://www.dgs.ca.gov/ols IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. LOCAL AGENCY California Department of General Services Use Only LOCAL AGENCY'S NAME City of Beaumont DATE SIGNED(Do not type) BY (Authorized Signatural 25 PRINTED NAME AND TITLE OF PERSON SIGNING **APPROVED** Todd Parton - City Manager **ADDRESS** AUG 14 2020 550 East 6th St. Beaumont, CA 92223 BK:skb STATE OF CALIFORNIA OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES AGENCY NAME California Department of Forestry and Fire Protection BY (Authorized Signature) DATE SIGNED(Do noi type) 7/27/2020 Z PRINTED NAME AND TITLE OF PERSON SIGNING Deputy Director, Con Sorden, Assistant Deputy Director, Cooperative Fire Protection, Training & Solety Joe Tyler

RESOLUTION NO. 2020-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, APPROVING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR SERVICES FROM JULY 1, 2020 THROUGH JUNE 30, 2021 FOR FIRE PROTECTION SERVICES WITHIN THE LOCAL RESPONSIBILITY AREAS WITHIN THE CITY.

WHEREAS, City of Beaumont was incorporated in 1912, as a general law City of the State of California; and

WHEREAS, the City has fire protection responsibility for certain wildlands areas within the city designated as Local Responsibility Areas (LRA); and

WHEREAS, the City Council desires to enter into an agreement with the State of California for fire protection services within the LRA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beaumont that:

Section 1. that the City Council of the City of Beaumont does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2020 to June 30, 2021;

Section 2. that the City Manager of the City of Beaumont is hereby authorized to sign and execute said agreement on behalf of the City of Beaumont

Section 3. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this resolution is, for any reason, held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution and each section, subsection, subdivision, sentence, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivision, sentences, clauses, phrases, words, or portions thereof be declared invalid.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 2nd day of June, 2020, by the following roll call vote:

AYES

White, Martinez, Carroll, Lara, Santos

NOES

ABSENT

ABSTAIN

Key Santos, Mayor

ATTEST:

2.

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:

Riverside Unit

Local Agency:

City of Beaumont

Name:

Shawn C. Newman

Name:

Todd Parton

Phone:

951-940-6900

Phone:

951-769-8520

Fax:

951-940-6910

Fax:

951-769-8526

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:

Shawn C. Newman

Local Agency:

City of Beaumont

Section/Unit:

Riverside Unit

Section/Unit:

City Manager

Attention:

Scott Lane

Attention:

Todd Parton

Address:

210 W, San Jacinto St.

Address:

550 East 6th St

Perris, CA 92570

TOUI GOS.

Beaumont, CA 92223

Phone:

951-940-6900

Phone:

951-769-8526

Fax:

951-940-6910

Fax:

951-769-8526

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2020, by and between the State of California, hereinafter called STATE and City of Beaumont, County of Riverside, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 1173 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

Item 9.

Contractor Name: City of Beaumont Contract No: 3CA04805

3.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

-4-

4. SERVICES BY STATE

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.
- C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

- A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.
- STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

-5-

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of \$32.85 per acre, plus an 12.47% administrative charge for a total of \$43,338.12 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.
- C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

-6-

- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

-7-

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Cancellation

Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. Audit

If the Agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. Operating Plan

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. Extension of Agreement

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. Modification

This Agreement may be amended at any time by written mutual consent of the parties hereto

6. Indemnification

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

Item 9.

Contractor Name: City of Beaumont Contract No: 3CA04805

-8-

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

\boxtimes	Budget Plan
\boxtimes	Topographic Mar
\boxtimes	Operating Plan
	Annual Report

Contract Name: City of Beaumont

Contract #: 3CA04805

Page #:

9

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) 39016

THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF Seaumons
A LOCAL AGENCY
FOR THE 2020/2021 FISCAL YEAR

AGREEMENT COST CALCULATIONS:

Number of Acres __1173

General Fund Reimbursement	\$ 12.30	\$ 14,427.90
Unit Budget	\$ 20.55	\$ 24,105.15
Sub-Total		\$ 38,533.05
Admin Rate	12.47%	\$ 4,805.07
Total Protection Cost		\$ 43,338.12

Comments Section:	
	-

1 in # 0.47 miles Beaumont Wildland and SRA (1 Mile Buffer) Area Map Wildland Area within SRA 1 Mile Buffer (Total Area : 7695.75 Acres) Wildland not in SRA 1 Mile Buffer (Total Area : 1173.01 Acres) Wildland (Total Aren : 8868.76 Acres) Beaumont City Legend

City of Beaumont Contract Number 3CA04805

Page 11





Wildland Operating Plan Between The City of Beaumont and CAL FIRE/Riverside Unit.

City of Beaumont Contract Number 3CA04805

Page | 12

OPERATING PLAN

Table of Contents

	Preplanned Initial Attack Response - Riverside Ranger Unit	E-1
	APPENDIX	
8.	Approval	18
7.	Fire Prevention	15
6.	Administration	15
5.	Procedures	13
4.	Definitions & Restrictions.	13
3.	Purpose	13
2.	Authority	13
1.	Overview	13

City of Beaumont Contract Number 3CA04805

OPERATING PLAN

1. OVERVIEW

This Operating Plan, hereinafter referred to as PLAN, is between the California Department of Forestry & Fire Protection, Riverside Unit, hereinafter referred to as CAL FIRE and the City of Beaumont, Beaumont Fire Department, hereinafter referred to as CITY. It has been developed to specifically address the Agreement for Protection of Wildlands within a Local Agency, hereinafter referred to as AGREEMENT, between CAL FIRE and CITY for wildland fire protection within the city limits.

2. AUTHORITY

The PLAN is required of both CAL FIRE and CITY as part of the AGREEMENT dated July 1, 2018.

3. PURPOSE

This PLAN will provide the Unit Chief of CAL FIRE and the CITY a means for executing the AGREEMENT and is hereby attached as Exhibit E with appendices E-1 to that AGREEMENT.

4. DEFINITIONS AND RESTRICTIONS

See AGREEMENT for definitions and descriptions of general terms. This PLAN does not allow either agency to operate outside the limitations in the AGREEMENT.

5. PROCEDURES

- A. Fire Reporting/Reports-When CITY receives a report of a wildfire within the area of the AGREEMENT, it shall promptly notify the Riverside Unit Emergency Command Center (ECC). Each agency will process their appropriate reports and make the information available, upon request of the other agency, in no more than 60 days.
- B. Incident Management-The Incident Command System (ICS) will be used to manage wildfires within the area of the AGREEMENT. Unified Command will be implemented with a CAL FIRE representative and a CITY representative.

City of Beaumont Contract Number 3CA04805 Page | 14

- C. Fires within the area of the AGREEMENT-Each agency will maintain a preplanned initial attack response (PIAR) for fires within the area of the AGREEMENT. See Appendices E-1. Immediate cooperation between agency dispatch centers will occur to ensure prompt response of appropriate resources into the area of the fire. CAL FIRE resources will be ordered according to the terms of the AGREEMENT through the ECC. Any augmentation of the preplanned response, with CAL FIRE resources, shall be authorized by a CAL FIRE Incident Commander or Agency Representative. Augmentation of the preplanned response may require a post incident audit. The audit will seek to demonstrate that adjacent CAL FIRE Direct Protection Areas (DPA's) were threatened, or that the augmentation was justified on a cost efficiency basis. Local government and private resources will be ordered through the CITY dispatch center (DISPATCH) to ensure proper utilization of the Master Mutual Aid Agreement.
- D. Mutual Aid-All initial attack resources will be considered mutual aid for the purpose of this AGREEMENT.
- E. Initial Attack-Initial attack resources will always be based on the closest resources concept identified in the PIAR. See Appendices E-1.
- F. Move-Up & Cover-Station coverage will be exchanged between both agencies when appropriate. To prevent long-term coverage problems to either agency, the covering agency's engines will be replaced with the covered agency's resources as soon as it is practical to do so.
- G. Fire Information: Unified Command-
 - Both agencies will enter into a unified command structure to manage the incident by establishing a common set of incident objectives and strategies. This will be accomplished without losing or abdicating agency authority, responsibility or accountability. A Unified Ordering Point will be identified and established.
 - Representatives of both agencies will meet as needed to discuss procedures
 governing and locations of potential Information Centers. Both agencies
 will strive to maintain a roster of certified Public Information Officers for
 use during emergencies.
 - The Unified Command will determine which agency will provide the Lead Information Officer. Normally, it will be the agency with the greatest commitment of resources on the incident.

City of Beaumont Contract Number 3CA04805 Page 115

H. Representatives of CAL FIRE and CITY, of the rank of Battalion Chief or higher, may order resources directly from the ECC or DISPATCH when an immediate need arises. These resources may include engines, fire crews and bulldozers in accordance with the AGREEMENT. Resources sent in response to these requests will conform to the closet resources concept

6. ADMINISTRATION

The CAL FIRE Unit Chief and the CITY Fire Chief, or their designees, along with representatives from the CAL FIRE ECC and CITY DISPATCH will meet annually to discuss, review, and update the following items; procedures for reporting fires, procedures to dispatch resources to fires within the area of the AGREEMENT, procedures to dispatch resources to fires along the boundaries of the area of the AGREEMENT, and exchange general or specific information which may affect the other agency.

7. FIRE PREVENTION

A. POLICY

All fire prevention activities conducted on lands within the area of the AGREEMENT will be consistent with both agencies guidelines. CAL FIRE and CITY will be expected to conduct a year-round, aggressive fire prevention program using guidelines within CAL FIRE Handbook 9000 and CITY Fire Prevention Guidelines. This will include, but is not limited to, annual analysis and planning sessions to generate an active fire prevention plan.

- Public Information Program-This will include all types of fire prevention news releases through the available media. Other methods will include public meetings, fairs, rodeos, parades, services clubs and a regular schedule of school programs for all grades.
- Protection/Planning Issues-Although the responsibility for enforcing fire safe
 ordinances pertaining to improvements in wildland areas within the city limits is
 the responsibility of CITY, a CAL FIRE representative will be available upon
 request to comment on these issues and assist in the enforcement of related
 ordinances.

3. Hazard Reduction Inspections

- a. Home Inspection CAL FIRE will work directly with CITY to enforce Public Resources Code (PRC) Sections 4291, 4446, 4442, 4123, or the Uniform Fire Code sections when applicable.
- Power line Inspections CAL FIRE will work directly with CITY inspecting power lines over 750 volts, using PRC 4292 and 4293 as a guide.

City of Beaumont Contract Number 3CA04805 Page 16

B. RESPONSIBILITY

CAL FIRE and CITY personnel will, in the performance of their duties, give full consideration to the prevention of fires and public education. Both agencies will allow staff to establish attainable fire prevention goals.

C. EXISTING AND PROJECTED DEMAND

Fire Prevention and suppression are the primary roles for both agencies. If the demand for services increases in the future, both agencies will develop more intensive programs. Fire protection and prevention will be influenced by the following factors:

- Increased recreational use.
- Increased residential and commercial development.
- 3. Increased utilization of vacation residences.
- 4. Industrial activity.

D. OBJECTIVES

The primary objective of the fire prevention plan is the reduction of fire suppression expenditures and damages from human-caused fires. The secondary objective is a current and comprehensive public education program for fire safety awareness and code enforcement.

E. RECOMMENDED ACTIONS

Both agencies will actively pursue public awareness programs through the following:

1. Public Education

- a. School programs, ages K-12
- b. Roadside sign program
- Timely newspaper articles concerning fire awareness
- Attendance at various local events which lend themselves to fire prevention displays.

City of Beaumont Contract Number 3CA04805

Page 117

2. Code Enforcement

- Active PRC 4291 home inspection program in target areas. a.
- b. Enforcement of the Fire Safe Ordinances as they apply to construction in watershed areas. CAL FIRE will take an advisory role with the CITY Fire Marshal within the areas of the AGREEMENT.

F. FUEL MODIFICATION

Both agencies will continue to encourage individual property owners and property owner associations to establish and maintain a healthy fuel complex through the following:

- 1. Prescribed burning through available programs.
- 2. Forest practice inspections.
- 3. Fuel modification using mechanized systems, fire crews, and local resources.
- 4. Biomass programs to control stems per acre, and remove dead and down materials.

BURNING PERMITS G.

Burning permits will be required in the city limits consistent with those guidelines established in adjacent areas. This will provide consistency in the burn hours and any controls needed for the overall program.

1. **Burning Permit Issuance**

The CITY has the responsibility of issuing burn permits within the city limits and the area of the AGREEMENT. Both agencies will agree to and establish burn permit guidelines by April 1 of each year. The guidelines will follow those established by CAL FIRE to ensure consistency in the burn programs in both the CITY and areas adjacent to CAL FIRE.

2. Suspension of Permit Procedures

The suspension of burning permits in the area of the AGREEMENT will be directly related to the burning permit suspension procedures outside the area of the AGREEMENT to ensure area-wide consistency. Suspensions will be based on input from CAL FIRE and CITY.

City of Beaumont Contract Number 3CA04805 Page 18

H. MONITORING AND EVALUATION

Periodic monitoring and evaluation of the PLAN will provide the opportunity to make orderly and timely amendments and revisions of the PLAN. Monitoring will determine if the:

- 1. PLAN is being followed.
- 2. PLAN objectives are being met.
- 3. PLAN is achieving desired results.

8. APPROVAL:

This PLAN is approved and authorized as Exhibit B Attachment 3 of the AGREEMENT between CAL FIRE and CITY:

FOR CAL FIRE:

City of Beaumont

FOR CITY:

California Department of Forestry & Fire Protection
Riverside Unit
210 W. San Jacinto Ave
Perris, CA 92570

550 East 6th Street Beaumont CA, 92223

Casey Hartman

Casey Hartman, Acting Unit Chief

Todd Parton, City Manager

Contract Name: City of Beaumont Contract No: 3CA04805 Page No: 19

STANDARD RESPONSE PLAN FOR VEGETATION FIRES

CALFIRE RRU AND CITY OF BEAUMONT

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CITY OF BEAUMONT VEGETATION RESPONSE								
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AGREEMENT SUMMARY		1	3CA048	805	L	
STD 215 (Rev. 05/2017)						
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CONTRACTOR'S NAME City of Beaumont				2	. FEDERAL I.D. NUM	//BER
3. AGENCY TRANSMITTING AGRE	EMENT	4. DIVISION,	BUREAU, OR OTI	HER UNIT &	. AGENCY BILLING	CODE
Forestry and Fire Protection		Riverside Un			013312	
6a. CONTRACT ANALYST NAME Lev Karshtedt		6b. EMAIL lev.karshtedi	Afire co gov	6	ic. PHONE NUMBER (916) 654-683	
7. HAS YOUR AGENCY CONTRACT	TED EAD THESE SEDVICES DECA	1	terne.ca.gov		(910) 034-063.	,
materia.	r prior Contractor Name and Agreem					
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City of Beaumont	317 143/141F				A04445	
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10. PAYMENT TERMS (More than or						
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Itemized Invoice	Withhold %	Adı	vanced Payment f	Not To Exceed		
Reimbursement / Revenue				or	%	
Other (Explain)						
11. PROJECTED EXPENDITURES						
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURE	
Reimbursement		20/21			\$43,3	38.12
OBJECT CODE 3100-39016				AGREEMENT TOTAL	\$43,33	8.12

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AGREEMENT	TERM	TERM THROUGH	TOTAL COST		B(D,	SOLE SOURCE, EXEMPT	
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Amendment 1							
Amendment 2							
		TOTAL	. \$4	3,338.12			
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6. WHAT IS THE BASIS FOR E ot Applicable. This is a rein	ETERMINING THAT T nbursement agreen	HE PRICE OR RAT nent with a local a	TE IS REASONABLE? agency.				
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FOR CONSULTING AGREEM contractor evaluations on file	with the DGS Legal Off	ice? No	ne on file No	Yes 🗸	NIA ADI	HIS A SMALL BUSINESS AI ISABLED VETERAN BUSINI RTIFIED BY DGS?	ND/OI ESS
IS A SIGNED COPY OF THE A. Contractor Certification	FOLLOWING ON FILE on Clauses B.	AT YOUR AGENC' STD 204 Vendor D	Y FOR THIS CONTRAC	CTOR?		No Yes	
☐ No ☐ Yes	✓ N/A	☐ No ☐ Yes	_		SB/	DVBE Certification Number:	
4. ARE DISABLED VETERANS REQUIRED? (If an amendme ocal government agreemen	nt, explain changes if a	(חוי	✓ No (Expla nts per SCM Section	,	Yes	% of Agreement	

DocuSign Envelope ID: AF6929CD-5FAC-4047-BBF9-11969ACDA6D4 AGREEMENT NUMBER AMENDMENT NU Item 9. **AGREEMENT SUMMARY** 3CA04805 STD 215 (Rev. 05/2017) 25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME Yes (If Yes, provide justification below) ✓ No LONGER THAN THREE YEARS? This is an ongoing fire protection agreement in which CAL FIRE provides services to and is reimbursed by a local agency. Local agency has control over the approval based on fiscal and board restraints; this includes and extension clause to enable CAL FIRE to provide continuous, uninterrupted protection to local agrency. I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services. SIGNATURE NAME/TITLE (Print or Type) DATE SIGNED

DocuSign Envelope ID: AF6929CD-5FAC-4047-BBF9-11969ACDA6D4

AGREEMENT SUMMARY

STD 215 (Rev. 05/2017)

AGREEMENT NUMBER

AMENDMENT NUI

Item 9.

3CA04805

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

This is a reimbursement agreement - 19130(b) does not apply.

	based upon his or her personal knowledge, informeasons why the contract satisfies Government Co	
SIGNATURE	NAME/TITLE(Print or Type)	DATE SIGNED
PHONE NUMBER	STREET ADDRESS	
EMAIL	CITY	STATE ZIP

A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT

THIS AGREEMENT, made and entered into this day of,
2021, by and between the County of Riverside, a political subdivision of the State of
California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and
the City of Beaumont a duly created city, (hereinafter referred to as "CITY"), whereby it is
agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter called "Fire Services"). The Riverside County Fire Department invoices for disaster preparedness and response provided by Riverside County Emergency Management Department. This Agreement is entered into pursuant to the authority granted by Government Code Sections §55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

- A. The County Fire Chief appointed by the Board of Supervisors, or his/her designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.
- B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".
- C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

- A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.
- В. COUNTY provides fire personnel and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.
- C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code Section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.
- D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in

Exhibit "A" that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit "A" approved by the parties hereto.

- E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.
- F. ____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.
- G. ____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.
- H. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "D" are incorporated herein and shall additionally apply to this agreement regarding payment for Fire Marshall Services.
- I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement, herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Two Thousand Fifty-Five Dollars (\$2,055) per day; or Fourteen Thousand Three Hundred Eighty-Four Dollars (\$14,384) per week.
- J. Notwithstanding Paragraph H, as it relates to Fire Marshal services herein, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding Fire Marshal services. In the event the CITY elects not to use Fire Marshal services outlined in Paragraph H (Exhibit D), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code sections 13145 and 13146 and at a cost to the developer as outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2021, to June 30, 2024.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the term of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, Riverside County Ordinance 787, Section 5(e)(2), and California Fire Code, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. Additionally, COUNTY may bring action for collection to any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150, et seq, as may be amended from time to time. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such actions for collection of costs incurred by CITY and the COUNTY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include

CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of Beaumont from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses,

attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties. through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to Battaglia Enterprises v. Superior Court (2013) 215 Cal. App.4th 309. that each of the parties are sophisticated and negotiated this agreement and this venue

at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CAL FIRE employees, to the extent permissible under the COUNTY's contract with CAL FIRE, the claims will be forwarded on to CAL FIRE for processing.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY OF RIVERSIDE
Riverside County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

CITY OF BEAUMONT
City Manager
City of Beaumont
550 East Sixth Street
Beaumont, CA 92223

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or

facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

[Signature Provisions on following page]

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

	CITY OF BEAUMONT
Dated:	By: Mike Lara, Mayor
ATTEST:	APPROVED AS TO FORM:
By: Steven Mehlman, City Clerk	By: John O. Pinkney, City Attorney
(SEAL)	
	COUNTY OF RIVERSIDE
Dated:	By: Chairman, Board of Supervisors
ATTEST:	APPROVED AS TO FORM: GREGORY P. PRIAMOS,
KECIA HARPER-IHEM Clerk of the Board	County Counsel
By: Deputy	By: GREGORY P. PRIAMOS County Counsel

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(SEAL)

EXHIBIT "C"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT DATED JULY 1, 2021

PAYMENT FOR SERVICES ADDITIONAL SERVICES FIRE ENGINE USE AGREEMENT

Station 66

Engine E66, RCO No. 16-848 \$ 36,250.00

Engine E266, RCO No. 04-813 \$ 36,250,00

\$ 72,500.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the owner of said fire

engine(s). All other maintenance and repairs to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$516,000. If this Agreement is entered into midyear, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

EXHIBIT "D"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT DATED JULY 1, 2021

PAYMENT FOR ADDITIONAL SERVICES OFFICE OF THE FIRE MARSHAL AGREEMENT

The Fire Marshal Agreement is utilized in the event a CITY elects to fund locally direct COUNTY Fire Marshal personnel at the CITY to perform the duties of the Office of the Fire Marshal. These duties include:

For conformance with applicable laws, codes and regulations concerning fire protection and life safety -

- Review Planning and Development Cases for the CITY
- Review and inspection of construction development for the CITY
- State mandated Fire/Life Safety Inspections in accordance with Health and Safety Code 13146.1, 13146.2, 13146.3, 13217 and 13235
- Review, Permitting and Inspection of Special Events
- Investigation of fire safety complaints
- Meeting with development applicants and customers

Administrative activities -

- Creation and maintenance of forms for review and inspection of construction development and fire/life safety inspections.
- Provide information to customers on CITY Ordinances and Standards for construction
- Creation and maintenance of Information Bulletins, Technical Policies and Standards for Fire Protection in the CITY
- Provide recommendations on updating CITY Ordinances and Standards in regards to fire/life safety

In the event CITY desires an increase in the Office of the Fire Marshal duties services provides, CITY shall provide sixty (60) days written notice of the proposed increase in services. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within thirty (30) days of the notice provided pursuant to this section.

It is the CITY responsibility to provide funding for all direct operating supplies for each position in accordance with COUNTY requirements and/or standards. These supplies include, but are not limited to:

- Vehicle and regular maintenance
- Training
- Office space, furniture, Code & Standard reference books, and general & field supplies

Exhibit "D"
CITY OF BEAUMONT
Page 1 of 2

- All IT and Communication tools (such as cell phone, computer, etc.)
- Uniform costs

All costs including salaries and benefits will be included in each quarterly invoice as outlined in the Cooperative Agreement.

The CITY may opt out of this Agreement and eliminate funding for locally direct COUNTY Fire Marshal personnel at the CITY in writing with a minimum notice of one hundred and twenty (120) days. The costs will be prorated accordingly by services provided and fiscal year.

It is the responsibility of the CITY to obtain cost recovery for the Fire Marshal services provided by these personnel for the CITY.

A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BANNING, THE CITY OF BEAUMONT, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A FIRE ENGINE COMPANY

THIS AGREEMENT, was made and entered into this day of, 2021, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Banning and the City of Beaumont, duly created cities (hereinafter referred to as "CITIES"). And hereinafter may collectively be referred to as the "Parties".
SECTION I: PURPOSE
A. The COUNTY has contracted with the City of Banning, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Banning, dated June 26, 2018, by and between the City of Banning and the County of Riverside (the "Banning Cooperative Agreement").
B. The COUNTY has contracted with the City of Beaumont, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Beaumont, dated June 12, 2018, by and between the City of Beaumont and the County of Riverside (the "Beaumont Cooperative Agreement").
C. The CITIES and COUNTY desire to enter into a cost sharing agreement for one (1) fire engine company which will be of mutual benefit for all involved agencies. The CITIES and COUNTY agree that the current fire engine company provides service to the City of Banning as well as to the City of Beaumont and unincorporated territory of the County.
D. The City of Beaumont and COUNTY desire to contribute among the participating parties, with each party paying one-third (1/3) of the fire engine staffing costs.
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NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

<u>Emergency Responses</u>: The fire engine shall be dispatched, when available, to all emergencies within the jurisdictions of the CITIES and COUNTY.

SECTION III: COST SHARE

The Parties agree the cost of the fire engine shall be billed to CITIES by the COUNTY within the normal quarterly billing pursuant to the CITIES respective Cooperative Agreements and the cost will be shown as a line item on that bill. The total amount due under this Agreement by each party will be invoiced on a pro-rata share basis on each party's respective quarterly billing. The CITIES will receive an estimated cost of the fire engine staffing based on the top step salaries of the personnel assigned to the fire engine 20, at the first of the fiscal year. The cost pool of the fire engine staffing costs shall consist of the salaries, benefits, administrative costs of Full Time Employees, and Medic Support Services costs of One (1) Fire Captains, One (1) Fire Apparatus Engineers, One (1) Fire Apparatus Paramedic, Two (2) Firefighter Paramedics, and Three (3) Firefighters.

In the event that the City of Banning secures and receives money from additional funding sources which it allocates to the services described herein, City of Banning shall give COUNTY notice within thirty (30) days, or within a reasonable time thereof, of the amount received. COUNTY will seek reimbursement on behalf of the COUNTY and the City of Beaumont by separate invoice.

SECTION IV: TERM

The term of this Agreement shall be from July 1, 2021 to June 30, 2024. Any party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party's hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of CAL FIRE or CITIES, COUNTY agrees to continue to provide Fire Services to CITIES until such time as CITIES has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2023.

The City of Banning agrees to continue to seek alternative funding sources for fire protection services

SECTION V: INDEMNIFICATION, AUDIT, DISPUTES, & ATTORNEY'S FEES

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITIES, their agencies,

districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "City Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "County Liabilities"). Notwithstanding the foregoing, the only County Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to County Liabilities resulting from the negligence or willful misconduct of a City Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work inthe Agreement.

To the fullest extent permitted by applicable law, but subject to the limits in this paragraph, each CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "County Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder by the respective CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of the respective CITY, its officers, employees, subcontractors, agents, or representatives (collectively, Liabilities"). No CITY shall be required to indemnify, protect, defend and hold harmless County Indemnitees for the acts or omissions of another CITY giving rise to City Liabilities in that other City pursuant to this Agreement. Furthermore, and notwithstanding the first sentence of this paragraph, the City Liabilities with respect to which each CITY's obligation to indemnify, including the cost to defend, the County Indemnitees does not apply with respect to City Liabilities resulting from the negligence or willful misconduct of a County Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement."

SECTION VI. OWNERSHIP OF THE FIRE ENGINE

The City of Banning owns fire engine 20 and will pay the engine maintenance costs through the cost allocation plan as outlined in the "Banning Cooperative Agreement.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

CITY OF BANNING
City Manager
99 East Ramsey Street
Banning, CA 92220-0998

CITY OF BEAUMONT City Manager 550 East 6th Street Beaumont, CA 92223

COUNTY OF RIVERSIDE
County Fire Chief
210 West San Jacinto Avenue
Perris. CA 92570

Any notice required to be given hereunder to either party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII. GENERAL PROVISIONS

A. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all Parties.

B. <u>DISPUTES</u>

CITIES shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITIES, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITIES has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITIES and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITIES and COUNTY agree to continue

with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITIES and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to Battaglia Enterprises v. Superior Court (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CAL FIRE employees, to the extent permissible under the COUNTY's contract with CAL FIRE, the claims will be forwarded on to CAL FIRE for processing.

C. WAIVER

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

D. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINSTRATION

- 1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.
- 2. The CITIES respective City Manager shall administer this Agreement on behalf of its own City.

F. ATTORNEY'S FEES

If CITIES fail to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITIES to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

G. ENTIRE AGREEMENT

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreement and understanding, oral or written, in connection therewith.

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[Signature Provisions on following page]

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

	CITY OF BANNING
Dated:	By: Douglas Schulze, City Manager
ATTEST: By: Marie A. Calderon, City Clerk	APPROVED AS TO FORM: By: Kevin G. Ennis, City Attorney
Marie A. Calderon, City Clerk (SEAL)	Kevin G. Ennis, City Attorney
Dated:	CITY OF BEAUMONT By: Mike Lara, Mayor
ATTEST: By: Steven Mehlman, City Clerk	APPROVED AS TO FORM: By: John O. Pinkney, City Attorney
(SEAL)	

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

COUNTY OF RIVERSIDE

Dated:	By:
	Chairman, Board of Supervisors
ATTEST:	APPROVED AS TO FORM: GREGORY P. PRIAMOS,
KECIA HARPER-IHEM Clerk of the Board	County Counsel
By:	By:
Deputy	GREGORY P. PRIAMOS County Counsel

(SEAL)



#ACITYELEVATED

DEPARTMENT PROJECTS
SCHEDULE UPDATES
February 2021

CITY CLERK



CITY CLERK'S OFFICE PROJECT SCHEDULE February 2021

- Records Indexing
 - o Records inventory and clean up COMPLETE
 - o Laserfiche user-friendly clean up IN PROGRESS
- Public Records Requests for the Month of January

Public Record	ls Requests fo	or the Month				
Requestor	No. of Requests	Date Received	Response Date	Response Update	Status	Staff Time Allocated
H. Choate	1	Jan 3, 2021	Jan 4, 2021		Complete	.5 hr
ACQData	1	Jan 4, 2021	Jan 4, 2021		Complete	.5 hr
E. Higuchi	7	Dec 12, 2020	Dec 23, 2020	Jan 6, 2021	Complete	2.5 hrs
S. Yee	1	Jan 6, 2021	Jan 13, 2021		Complete	1 hr
E. Higuchi	1	Jan 11, 2021	Jan 12, 2021		Complete	1 hr
I. Kranjcec	1	Jan 20, 2021	Jan 29, 2021		Complete	.5 hr
J.Yuan	2	Dec 31, 2020	Jan 7, 2021		Complete	.75 hr

Requestor	No. of Requests	Requested Documents	Date Received	Response Update	Status	Staff Time Allocated	Costs Associated
Monthly To	tals for Dece	mber					
No. of Requ	ests ľ	No. of Complet	•	Staff Time Allocated			

COMMUNITY DEVELOPMENT



COMMUNITY DEVELOPMENT UPDATE February 2021

- General Plan Update Plan in effect as of January 3, 2021.
- Housing Element Update Project kick-off complete and timeline developed. Plan will take approximately 12 months.
 - o Currently monitoring legislation to determine if any additions need to be made
- Ordinance Updates
 - Accessory Dwelling Unit Ordinance will be included in the Housing Element
 Update to comply with State law will be updated utilizing SB2 funding,
 - Other ordinances for discussion:
 - Containers, Food Trucks, Small Cell
- MSHCP Western Riverside County Multiple Species Habitat Conservation Plan
 - Several DBESPs for projects have been submitted for review.
 - Ongoing Staff meets regularly with RCA, IERCD and USFWS to discuss mitigation in the Pass Area.
- Planning Commission
 - Next regular meeting of the Planning Commission is February 9, 2021.
- SB2 Grant application
 - o GRANT AWARDED: LEAP Grant funding (round two of SB2 funding) in the amount of \$150,000. Contract is executed and funds available for the Housing Element Update
 - GRANT AWARDED \$160,000. Contract is executed and funds will be available for the Housing Element Update.
- SCAG
 - Applied for Sustainable Communities Grant \$1.25M. Grant awards tentatively for February 2021.
 - GRANT AWARDED \$100,000. Public outreach meeting was held October 28,
 2020. Data is being compiled and should be ready for review early 2021.
 Anticipated time to completion of Parking Strategies Study is Summer 2021.
- Building and Safety Department Data
 - o http://www.ci.beaumont.ca.us/DocumentCenter/View/2428



Project Status Report

Anticipated CC Hearing Date	5/4/21	NA	2021	NA	AN	2021	N	A
Anticipated PC Hearing Date	4/13/21	2021	2021		1/12/21	2021		
Project Status	PRDEIR available for public review and comment through	Staff review	Kick-off meeting 5-2-2019 NOP under review, scoping meeting held 09/17/20, meeting with wildlife agencies 1/21/21	Staff review of proposed revisions, CEQA review, CalTrans Issues	APPROVED	NOP/EIR Scoping Meeting held June 4, 2020, DEIR being prepared, access issues being addressed	Staff review, site plan revisions submitted, pending CEQA revisions, TS comments sent to applicant	Resubmittal, scheduled for DRC 1/7/21, MND being prepared
Project Description		17,000sf concrete tilt-up industrial building	Annexation, Specific Plan, GPA, EIR for development of 622 acres	Proposed gas station, C-market with alcohol sales, quick service restaurant and car wash	Fuel Station, Foodmart, Carwash	Industrial development ~500K sf, would require annexation for small piece of land & entitlement process (ASM)	Retail center w/possible grocery anchor, drive-thru restaurants, retail & gas station	Remodel and new construction
Project Location	s/o SR 60 w/o Beaumont Ave.	North side of 1st Street, East of Viele	West of Jack Rabbit Trail, south of SR-60	NWC Pennsylvania Ave & I-10	SWC Pennsylvania & 6th St.	s/o SR 60 e/o Hidden Canyon just west of Potrero	NWC Beaumont Ave & Oak Valley Pkwy	655, 675 & 695 Highland Springs
Applicant	Legacy Highlands SP	John Dykes McClure Machine	JRT BP 1LLC	Jaswindier Singh Sondh	Beyond Food Mart, Inc.	ASM Beaumont Potrero Logistics	Ari Miller, Santiago Holdings	Ali Harb
Date Submitted		10/12/2020	04/08/2019	06/03/2019	12/4/19	07/18/2019	07/30/2019	05/12/2020
Project Number		PP2020-0317	SP2019-0003, PLAN2019- 0283, PLAN2019- 0284, ENV2019- 0008	CUP2109- 0033&34 PP2019-0209	CUP2019-0042 CUP2019-0043	ENV2019-0009	PP2019-0222 PM2019-0006 CUP2019-0037 & 38	CUP2020-0049 & PP2020-0280



Carrie Long 60 S. Palm Pet Resort (Kennels & related
Terra-Gen 248 Viele Battery Storage Eavilla.
g SWC Oak Valley Pkwy 2-Story
& Beaumont Ave.
449 E. 4th Street Re-use of Denny's building
w/s of Beaumont Ave., Zendejas drive-thru restaurant
s/o 1st Street
Ramona's Mexican Ramona's Custom Brews
Restaurant
Colorado River 36805 Brookside Ave. Brookside RV Storage
Mobile Homes, LLC

Inquiries/Discussions/Not Filed

Location	Description
North side of Xenia between 6th and 8th	Market rate, multi-family apartment project 100+ units proposed
Oak Valley Parkway & Golf Club Drive	Restaurants & Retail Center
E/S of Potrero N/O SR 60 (Denley)	Mixed use development with residential, commercial & retail SP, EIR & Tract Maps required
South of 1st Street at termination of Viele including property to the	Mixed use development with residential, commercial/retail and possible industrial on outer
west and south	edge. Annexation, GPA, SP, EIR & Tract Maps required
Beaumont Avenue & 1st Street	38-acre mixed use development with apartments, modular homes & retail/commercial –
	would require GPA, SP, Tract Map, MND or EIR (Thrifty Oil)
East side of SR79 south of the City limits	~350 acres, request may include annexation for development of industrial and business
	park
South side of 3rd Street west of Beaumont Avenue, East of Euclid	6 industrial buildings, 3 for warehouses and 3 for multi-tenant commercial use
Avenue	

COMMUNITY SERVICES_TRANSIT



Community Services-Transit February 2021

Recreation

Upcoming Events

- Spring Break Event more info to follow
 - Week of April 5th 9th
- o Drive-In Movie Night April 2nd or 9th TBD
 - Coordinating with BCVPRD

Ongoing Programs (In-person)

- Senior meals drive-through handout (in partnership with Family Services Association)
 - o Every Thursday at CRC at 10:00 a.m.

Virtual Programs (Online)

- o Fit after 50 exercise classes Every Monday and Wednesday at 9:15 a.m.
 - o Acro-Afternoon (Feb 1-5)
 - o Love on the Loose (Feb 8-12)
 - o Kindness Rocks Challenge (Feb 22-26)

Spotlight on Social Media

- o Employee Spotlight- Lauro Ibarra, Bldg. & Grounds Maintenance Worker
- Service Spotlight- Irrigation
- o Park Spotlight Sunny Hills Park

Parks

Nicklaus Park

- o Restrooms remain closed due to COVID-19
 - \circ Anticipate opening all restrooms in March
- o Gates at dog park scheduled to be replaced

Mt. View Park (Sundance)

o Removed wind damaged trees and trees that fell in windstorm

Wildflower Park (Sundance)

o Basketball court backboard repaired, and new nets installed

DeForge Park (Seneca Springs)

- Playground opened
 - o New slide installed due to vandalism

Fallen Heroes Park (Oak Valley Greens)

o Trimmed and lifted trees

Stetson

- o Removing dead plant material
- New plant installed to follow
- Large irrigation upgrade underway

Grounds Maintenance

Rights-of-Way

- o Graffiti Removal Three (3) locations
- o Brookside Ave mulch project completed
- City-wide weed control spraying 2,000 gallons of Roundup used
- Cherry Channel walking path irrigation replacement underway

Open Space and City Owned Lots

- Weed Abatement Program
 - Coordinating with CDF

Building Maintenance

Civic Center (includes public parking lot)

- o Removed skylight covers in hallway to open natural light
- o Seed replanting in dead turf areas
- o Irrigation updated in future planter areas
- o Stump grinding

Police Department

- LED lights perimeter of outside of building completed
- Obtaining quotes for minor roof repair to modular building

Chatigny Recreation Center

- Public Wi-Fi project
 - o Equipment ordered

Transit

Operations

- Route 3 suspended due to low ridership
- o Free fare promotion continues
- o Electric Vehicle Charging Station Fuel Sales Update
 - o 87 sessions in January with 23 unique drivers

Capital Improvement Plan Projects

Stewart Park Project - 3.95M

- City Council approved conceptual plan January 19th
- o Pool demolition underway
- o Pavilion dressing rooms being prepared for demo
- o Historical Society requests two separate items in the park be preserved
 - o Council approved
- Asbestos Survey contract awarded
 - o Survey work to begin March 2nd
- Demolition Work of Pool and Pavilion Buildings
 - Obtaining quotes
- Meeting held with Water Odyssey
 - Ground spray pad discussed
- Street vacation of 10th Street
 - o Scheduled for City Council approval

Rangel Park Ballfield Lights, Electrical and Playground - \$500,000

- o Geotechnical engineering
 - o Contract awarded to Sladden Engineering
 - Completion anticipated March 5th

Playground Shade Covers Phase I - \$250,000

- o Gathering designs and quotes
 - Wildflower Park Phase I
 - o Mt. View Park Phase II

Fire Station Rehabilitation - \$250,000

- o Pre-con meeting held for roof repair/replacement project
 - Project start date pending roof supplies

Compressed Natural Gas Fueling Station

- So Cal Gas meeting to discuss tariff agreement pending
- o Anticipate presentation to City Council in March
- SCAQMD awarded additional \$600,000 in funding on January 15th

Bus Shelter Project

Transit staff working with Engineering Dept on 2nd draft design

Grants

- o Carl Moyer Program SCAQMD \$600,000
 - Application approved at January 15th meeting
 - o Additional funds to be used for CNG station
- o Prop 68 Per Capita Grant \$177,952
 - Approved by City Council to apply for funding to improve Three Rings Ranch Park

ECONOMIC DEVELOPMENT



ECONOMIC DEVELOPMENT February 2021

RFPs Underway

Major Projects

Retail Market Analysis

- Work is underway with The Retail Coach
 - First Datasets are complete and being reviewed
 - o Small Business workshop (Virtual) held on January 26th
 - City is promoting this service to all small businesses in the City
 - Void Analysis complete
 - Retailor matching process underway

Covid-19 Response

- Back to Business Committee
 - o Business Survey
 - o Resident Survey
 - o Business Outreach
 - Stay updated with State Guidelines and Reopening plans
 - o COVID-19 Complaint Business Package
 - o Small Business Grant Program Round 2 funding period ended Feb. 19th
 - Initial application review is ongoing
- Major Employer Discussions
 - ICON is seeing a huge increase in orders and shipping
 - o Wolverine is down, but they have no reduced workforce
 - o CJ Foods and Rudolph Foods still operating
 - Priority Pallet is down in some respects and has seen an increase in others, they are still doing well
 - Local grocery stores need additional employees
- Business Resource Information is available on City website
 - Reopening plan guidance docs for each industry
 - Disaster loans
 - Utility benefit info
 - o Small business development assistance
 - Programs to help small business retool and adapt their business plan and strategy
- Beaumont Eats program Supplies of barricades and Ez-ups are available to interested businesses through an application process.
- Revised sales tax projections and project absorption for FY21
 - Expand modeling on sales and property taxes for impacts from COVID-19
 - Update recession indicator model with new datasets
- Legislative Review of State and Federal mandates and programs related to COVID-19
- Go-Biz Small Business Grant Program (\$25k) still has funding available. Governor Newsom's 2021 budget includes adding funding to this program. Info is available on the City business resource website.

Retail Recruitment Strategy

- Review of information and needs associated with establishment of the program
- Retail recruitment has changed, and the City's efforts must adapt to stay competitive
- Continue to review and come up with ideas on streamlining permit process
- Market Analysis to be completed 2Q 2021
- Working to revamp Economic Development portion of the website to include data and info site selectors and corporate execs are looking for

Economic Development Strategic Plan

- Partnership established with UCR for business and entrepreneur development
- Potential partnership with CVEP for business development and resource seminars
- Partnerships developed for datasets and review of statistics
 - UCR
 - Working on MSJCC
- Targeted Industry Groups
 - Fulfillment centers, high-tech manufacturing, additive manufacturing, healthcare, renewable energy sources, logistics technology clusters
 - Hotels, entertainment outlets, sit-down restaurants, retail businesses
 - Market Analysis will kickstart this effort using new datasets and industry matching
- Monthly workforce training events held each month on 2nd Thursday (suspended due to Covid-19)

Downtown Campus/Facilities Master Plan Project

Pending Downtown Specific Plan Update

Sales Tax and Property Tax Review

- Review and analyze quarterly sales tax and annual property tax revenues
- Make suggestions and action plans on results
- Targeted sectors, business outliers and discrepancies
- Growth projections
- Incorporate this data into the multi-year fiscal model and annual budget
- Property tax dataset from years 2000-2018 completed
- Working through revenue models based on home sales and sales tax updates

Economic Fiscal Impact Model Review (part of General Plan Update)

- Review inputs and test model
- Run various test projects to determine calibration

Budget Modeling and Review

- Working with city manager to develop a robust and sound fiscal model based on a true data set that can be trusted
- The model will be able to project future revenues and growth projections to make better financial choices today
- Working on economic indicator review for downturn/recession planning opportunities
- Partnership with Claremont McKenna College Professor in Economics Dr. Keil
- Developing commercial /industrial absorption model with revenues
- Working on expense model per development type
- Recession indicator model

- New required revenues model under development, based on new fiscal forecast deficit in 2024
- Models being revised to account for COVID-19 effects
- Updating At-Risk Business Model to determine budget impacts of potential closures
- Recession Indicator Model previously created being reviewed to track leading indicators

Coordination with Multiple Departments on Projects

- Work on current / future projects, capital projects, Capital Improvement Plan, Design Review Committee, review of Planning applications and projects
- Serve as city liaison for private industry for each city department

Economic Development Committee – Next meeting March 10, 2021

- Review of Riverside County Programs
- Review of Retail Coach work performed to date

Lobbyist Services

- Track legislation, lobby on city's behalf, gain access to funding and grants
- Coordinates meetings with City Council, staff and legislators or key department staff in CA or DC
- Working with Townsend on funding opportunities and availability
- 2021 Legislation Session tracking has begun
- Tracking State and Federal mandates and funding programs related to Covid-19

Foreign Trade Zone

- Working with City of Palm Springs to potentially expand their zone to include Beaumont
- Develop strategy to work through US Customs to get the approval of alternative site framework application
- Working on next steps. Palm Springs has not made this a top priority.
- A path forward has been determined but will require community support (\$) or funding from businesses intending to utilize the zone
- Staff is waiting on City of Palm Springs for information required for us to contact each business and discuss details

Business Retention and Expansion Events

- Programming next series of events and training seminars for post pandemic
- Partnering with UCR, RivCo EDA and Coachella Valley Economic Partnership
- Contact small companies in need of assistance and resources
- Retraining Program

Potrero Interchange PH2

- Meeting with Federal EDA to discuss funding availability
- Meeting with RCTC to discuss project status

Cooperative Meetings with Beaumont Chamber of Commerce

- · Discuss meeting/event schedule for remainder of year
- Partner to create value added business events

Current Development Projects (building now)

Sundance Corp Center

- Building 1 and 2 almost completed
- Building 3 under construction
- Working to fill remaining retail/in-line space

San Gorgonio Specific Plan

- Commercial property between 1st and 2nd streets from Kohls to Center Pointe (across from Walmart)
- Most attraction efforts are completed: Last Building is finalizing Deal with Shermin Williams
- Opening soon: Ulta Beauty and Planet Fitness
- Building in progress is Cinema West.
- Now open are Grocery Outlet, In-N-Out, Raising Cane's, Five Below, Jersey Mikes, El Mariachi Mexican Take-Out, Bright Now Dental, and AT&T Store and America's Best Contact & Eyeglasses.
- Building is continuing and most tenants are still planning on opening this year, restrictions permitting.

Major Development Projects - Potential

Denley - Beaumont Village Specific Plan

- 300-acre specific plan with Commercial/Residential/ Mixed use project
- Between Oak Valley Parkway and SR 60, east of Potrero Blvd.
- Project meetings on-going as of January 2020
- Entire project is not included in BCVWD Urban Water Management Plan

Crossroads Logistics - Amazon

- Amazon construction completed and facility is now in operation
- Revised job numbers from Amazon is now 3,300 for this facility
- Initial projection was 750-1000 direct jobs created

Hidden Canyon Logistics

- McDonald Property Group is new owner
- Had multiple meetings with interested parties (developers and end users)
- Working to attract targeted industry groups per the EDSP
- Currently working on tenants for the 1 million sq. ft. building
- Have a lead on the second building as well

Commercial property at Oak Valley Parkway / Beaumont Avenue

- · Working with landowner and broker to attract key tenants for the center
- Current leads are Farmer Boys, 7-Eleven with gas, drive-thru Starbucks

Commercial property at Oak Valley Parkway / Desert Lawn Drive

· Project submitted with new Gas Station and Drive Thru restaurant

Commercial property at Eighth Street / Highland Springs Avenue

- Small 1.5-acre site
- Current leads are 7-Eleven with gas and quick service restaurant or national tire store

Other Project Leads

Miscellaneous leads for projects that I have worked on in the last 12 months. These range from simple phone calls to complete meetings with developers, architects and engineers.

- Commercial property at Oak Valley Parkway / I-10
- Commercial property at Oak Valley Parkway / Golf Club Drive
- Commercial property at Beaumont Avenue / 1st Street
- Commercial property at Pennsylvania / 6th Street
- Commercial property at Pennsylvania / 1st Street
- Commercial property at 6th Street and Xenia Avenue
- Residential property at 6th Street and Xenia Avenue

Other Items

- Hotel Incentive Package
- City Incentive Package/Policy
- Downtown Parking Ordinance
- Top 10 Commercial Broker meeting program
- Development of Chamber of Commerce partnership
- US EDA Potrero PH2 Grant
- Food Truck Ordinance review
- Young Professional Networking Program
- Business of the month program with Chamber of Commerce has been created

FINANCE



FINANCE DEPARTMENT February 2021

SPECIAL PROJECTS

- Tyler software
 - o Payroll/HR Module this project will consolidate payroll and HR within the primary City financial system. The City Council approved funding for this project at the December 15, 2020 meeting. This project will move forward with implementation during the first half of 2021.
 - o Fixed Assets Module the City Council approved acquisition of this software at its December 15th meeting. This module will be implemented during the first half of calendar 2021.
 - o Exploring alternative solution to Business License software needs
 - Tracking Accounts receivable through Tyler
- FEMA grant application submitted successfully by the City. Costs associated with responding to the Covid-19 emergency are being tracked and documented. The City has submitted several projects and expects to submit additional projects in the first quarter of calendar 2021. Initial funding decisions should occur in April 2021.
- CARE (COVID Relief Fund) the City is eligible to receive up to \$635K in Federal Funding through the State. As of November 19, 2020, City has received all of these funds.
 - Business Grant awards are complete and funds have been disbursed. The Council decided to move forward with a second round of funding that should occur during February 2021.
 - Household assistance applications have been received and payments have been issued to qualifying households.
- FY 19-20 Audit this audit is complete and has been transmitted to the required entities
- 2020-21 Overhead Allocation and Transfers -first quarter overhead completed, 1^{st} and 2^{nd} quarter for other transfer completed.
- Internal Service Funds the CC approved the creation of 4 new internal service funds. This includes:
 - Facility Maintenance/ Replacement Fund
 - Vehicle Replacement Fund
 - Equipment Replacement Fund
 - IT Equipment Replacement Fund

These funds will be incorporated into the FY 2022 budget process with allocations to the funds from departments based on a utilization basis.

- New processes and procedures
 - Cal Card application has been approved. Policies and procedures are developed, and cards have been issued to the Wastewater team and to the Police Department as well as Administration. Cards have been issued to all departments that have requested access.
 - o Investment policy/ Investment process the policy has been approved by City Council an investment advisor selected. The setup work in underway and active investment using the new advisor is expected to begin by early April 2021.

- Compliance with Developer Agreements
 - KHOV
 - Fee credits for prepaid Sewer Capacity DIF reconciled monthly (overpayment has been identified – refund to developer completed)
 - Park fee credits reconciled monthly
 - All Bond proceeds available to KHOV for 2016-4 have been paid
 - Pardee
 - Park fee credits and prepaid DIF reconciled monthly.
 - IA 8F bonds issued and proceeds sent to Pardee.
 - Pardee was billed and has paid prepayment for FY 2021 after DIF and TUMF credits were included in the computations.
 - Pardee requested and was paid the Paygo funds from IA 8F
 - o RSI
 - Fee credits for prepaid Road and Bridge DIF completed
- Compliance with TUMF Credit Agreements
 - o Pardee
 - Potrero Phase II
 - Pennsylvania Widening
 - Oak Valley Interchange
 - Lassen
 - 4th Street Extension (Grading)
 - Crossroads
 - 4th Street Extension (Paving)
- Processing of CFD Prepayment Requests
 - Program restarted October 2017
 - o Process "dark" from 6/1 through 9/30 for tax roll assessment processing
 - o Received #18 requests to date (two received in Oct 2020)
 - Received #17 full payoffs to date
 - Total \$279,224.03 for debt service
 - Total \$10,739.38 for future facilities
 - All funds transferred to Trustee for retirement of bonds
 - Bonds retired to date = \$136,000
- Management of Existing Bonds
 - Special District Report for Beaumont Finance Authority Due 01/31/21 report in in progress.
 - Next Debt Service Payment Due 09-1-20 COMPLETED
- Refunding Bond Issuance completed for IA 8C and IA 17B
- Bonds issued for CFD 2019-1
- SCO Filings Due for FY20
 - o All filings complete except City Financial Report which will be filed by March 1st.
- AQMD FY20 filing completed
- File FY 2020-21 City Budget with the County of Riverside completed
- CFD Assessments Costs (Parks/Maintenance/Administration)
 - Reporting CFD Revenues Generated by IA Recording in the general ledger as received from the County of Riverside
 - Segregation of funds: #250 Administration, #255 Maintenance, #260 Public Safety, #265 Facilities, #510 Pay-Go, #840 Bond Debt Service, #850 BFA, #855 BPIA

- o Demonstrate Means/Methods for CFD Fund Allocations Working on best way to identify/capture data:
 - Park Maintenance
 - Parkway Maintenance
 - Public Safety
 - Other

This project will be re-initiated and considered as part of the cost allocation project this summer.

- IA 8F Bonds issued net proceeds approx. \$12.3 million sent to Pardee in compliance
 with settlement agreement and acquisition agreement. The vast majority is a return of
 DIF and TUMF fees.
- Pardee pay go reimbursement request filed for Area 2016-2 request of \$340,726 Completed
- Pension Liability Analysis and Options reviewed by CC at the March 3, 2020 meeting options for pension trust to be discussed in September or October 2020.
- FY 21/22 Budget Staff will begin the budget process for the FY 2021-22 budget beginning in January 2021. A proposed timeline was provided to the CC at its January 5, 2021 meeting.

ONGOING WORK

Bank reconciliations (all banks and trustee accounts)

NOTE: Citibank Operating Account reconciled through 1/31/21

Payroll and Workers Comp Accts reconciled through

1/31/21

All other accounts reconciled through 1/31/21.

All Trustee accounts reconciled through 12/31/20

Daily cash receipts data transfer into the general ledger

Weekly accounts payable processing

Timely recording of payroll and related entries

Review and reconciliation of all DIF monthly

Review, reporting of MSHCP and TUMF monthly

General ledger review and reclassifications as needed

Review of budget to actual activities

Monthly financial reporting to Finance Committee and City Council

Review and analysis of Project accounting monthly

- Review of project budgets to CIP
- Reconciliation of revenues recorded
- Reconciliation of expenses incurred with Public Works
- Reconciliation with general ledger entries

Development of Policies and Procedures (continuous)

Transparency

- General ledgers are redacted and uploaded
- Wilmington Trust statements are being held due to redaction issues-ONLY available to view over the counter
- Paid vendor invoices are scanned and uploaded to portal within reasonable time frame

- Bank statements and reconciliations uploaded through August 2020
- All Bond fund requisitions are redacted and uploaded

UPCOMING PROJECTS

Business license program management

Cost Allocation – need to update for both grant indirect rate purposes and for fee adjustments

Inventory management – for equipment this will be updated during the summer of 2021 using the new Fixed Assets module

Travel Policy - needs to be created

Further Automation of Accounts Payable and Accounts Receivable processing A complete review of all financial policies will be undertaken during FY 2021 to determine missing elements and needed updates.

GRANTS

The Community Development Department took on the task of tracking all grants received by the City and coordinated with the Finance Department. A complete listing of existing Grants and projected Grants was provided to the Finance Committee and City Council in June 2020. This listing will be updated and maintained.

Information Technology



INFORMATION TECHNOLOGY February 2021

Tyler Upgrades - IN PROGRESS

- o Go live with online payment portal is March 2021.
- Customer service portal for online permits.
- Testing Open Edge interface for credit card processing.

Wastewater Plant -IN PROGRESS

- Looking at for better access to SCADA.
- o Wireless access to surface tablets.
- o New Konica copier provisioned for WWTP.

CAD\RMS System for Public Safety (PD) - IN PROGRESS

- o NG911 ATOS install and testing
- New Internet line for Riv Co installed go live Feb 2021.

Albert Chatigny Community Center Wifi-IN PROGRESS

- o Approved by Council, scheduling install.
- o Internet speed upgrade Frontier Comm. In progress.

Disaster Recovery-In Progress

- o Discussion and planning of Business continuity and Disaster Recovery options.
- Prepping for backup upgrade midyear budget adjustment.
- Need internal assessment and a good open discussion about security.
- Will present to Council March 2021.

IT Strategic Plan - IN PROGRESS

- o Creating an IT strategic plan for City Manager.
- o Provide GIS assessment.
- o Security status and needs.
- o Identify needs for City of Beaumont post Covid-19. Will include in strategy.
- Looking at options to bring a third party for holistic assessment of needs.
 Meeting to discuss budget and ongoing projects to align to Beaumont's vision.

Zoom Meetings – IN PROGRESS

o Continue to use due to covid-19 restrictions.

Public Information



PUBLIC INFORMATION PROJECTS UPDATE February 2021

- Revised the monthly City Manager Message into the Beaumont Breeze
 - Increasing advertising to encourage residents to subscribe
 - o Special Edition: Capital Projects to be inserted into March sewer bills.
- COVID-19 Outreach
 - Vaccination Information
 - Paid social ads highlighting clinic information
 - Tier status updates/Governor updates
 - City service updates
 - Return to in-person service March 1 updating signage
- Business Assistance Programming
 - o Round 2 grant cycle CLOSED on 2/19 with nearly 30 applications
 - Launched Beaumont Outdoor Rental Equipment Program
 - No interest shown to date
- Website updates
 - Updating slideshow photos to highlight development.
 - Updating economic development "Business" tab
- Advertising/Misc. Outreach
 - o Mayor's Minute videos monthly
 - o Community Clean Up
 - o Shop Local Shop Safe Program
 - o Storm Ready
 - SCE PSPS events
 - Feeding America Grocery distribution at CRC
 - o Beaumont Transit
 - New branding
 - EV charge station
 - Route 125
- Events
 - Weekly Senior Meal Program at CRC Thursdays
 - Community Clean Up March 20

Public Works



PUBLIC WORKS UPDATE February, 2021

- Pavement Rehabilitation
 - Project Notice of Completion accepted by CC September 1st.
 - Engineering currently in planning stage for FY 20/21 Pavement Management Program.
- Sewer System Master Plan
 - Data request from Consultant has been completed and fulfilled.
 - Mesa Lift station survey is complete, consultant preparing accurate "as-built" record drawings and is at 95% development.
 - City-wide Hydraulic Model initial draft has been reviewed and new development projections are being loaded.
 - Lift Station assessment draft has reviewed and comments provided.
 - Population and development projections are complete.
 - Data collection and assessment of Wastewater System is complete.
 - o System wide condition/capacity assessments are complete.
 - complete.
 - Upon completion, staff will schedule CC item and/or workshop to discuss with Council.
 - Final Draft meeting with Consultant scheduled 03/01.
- 2020 Mid-Year Street Maintenance and Rehabilitation Project
 - o In coordination with CC item from 09/01 regarding allocation of bond proceeds, staff has prepared a bid package to rehabilitate several City streets, primarily in the downtown area.
 - Staff has worked with Contractor and added Beaumont Avenue rehabilitation from Cougar to Brookside, as well as Grace Avenue from 1st Street to 3rd Street within existing budget.
 - Matich has commenced construction and will be complete with all streets receiving overlay, mill and overlay, and leveling course early 2021. Streets identified for slurry seal will be delayed until March in order to target warmer weather and ensure maximum adhesion and longevity.
- Highland Springs Interchange
 - Cooperative Agreement with the City, RCTC, and Banning for the preparation of a Project Study Report (PSR) for the Highland Springs Interchange Project approved
 - RCTC is the lead in preparing the report with input from both the City of Beaumont and Banning.
 - Funding for the PSR from WRCOG settlement.

- Updated Project Traffic Forecasting and Operational Analysis (TFOA) has been submitted to Caltrans.
- The Preliminary Environmental Analysis Report (PEAR) has commenced. Expected completion is April 2021.
- Completion of PSR is expected to be June of 2021.
- Planning stages to keep project moving and facilitate next stage (Project Approval/Environmental Document, PAED) have been initiated.

Potrero Phase 2

- Staff looking at potential further phasing of interchange ramp construction.
 Potential modifications include revising proposed 6 ramp interchange (4 onramps & 2 off-ramps) to a 4-ramp interchange and delaying additional 2 onramps to future date in which traffic volumes warrant construction.
- Staff looking at other grant opportunities, potential funding solutions.
- Trade Corridor Enhancement Program (TCEP) grant application has been submitted. \$33M has been requested and awardment of grant expected to be by end of calendar year.
 - Announcements read on 11/16/20. City was unsuccessful.
 - Staff now back to pushing Caltrans for phased approach.
- Staff in active correspondence with Caltrans management to discuss phased approach. Approach to path forward anticipated soon.

• Highland Springs Signal Timing

- Staff working with the City of Banning on an MOU to coordinate signal timing of 6 intersections along Highland Springs to help alleviate congestion.
- Concurrence has been received, and three-party MOU between Banning,
 Beaumont, and Caltrans was approved at the 12/01/2020 CC meeting.
- o Maintenance agreement between Beaumont and Banning was approved at the 12/15/2020 CC Meeting.
- Kick-off meeting has been held and staff currently preparing proposed timing for affected intersections for Caltrans review.

Pennsylvania Avenue Widening

- Technical studies have been prepared, which now includes completion of Traffic Impact Analysis which needed to comply with Vehicle Miles Traveled (VMT) criteria.
- Environmental consultant released to prepare CEQA document in June.
 Expected 4-6 month preparatory duration.
 - Draft environmental document completed and under review.
- Updated packages have been submitted to both UPRR and Cal Trans
 - Comments have been received and responded to.

Pennsylvania Avenue Railroad Grade Separation ~ No Change

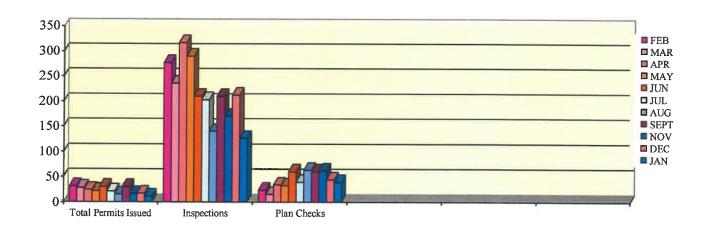
- Consultant directed to perform cost analysis for Riverside County Flood Control District master plan storm drain improvements as part of project. Staff able to get Flood Control to authorize up to \$5.3M in current budget.
 - Proposed design allows improvements to stay within Pennsylvania Ave.,
 potentially avoiding significant environmental constraints associated with realigning outside City right-of-way. Feasibility is being confirmed.
- Consultant is working on the 35% plans, specifications, and engineering.

- Current contract has limited consultants' obligation to 35% design. Staff is searching for additional funding to engage consultant to complete design.
- Pennsylvania Avenue Interchange
 - Staff has had several meetings lately regarding traffic analysis and future compliance with Vehicle Miles Traveled (VMT) guidelines.
 - Caltrans will allow City to be lead agency for environmental clearance which should help facilitate project.
 - Staff has been able to obtain Caltrans concurrence regarding project study radius and intersection identification. City will not be required to include projects outside of our jurisdiction. Additionally, the recently completed traffic model runs for our General Plan can be utilized for study horizon year data saving time and cost of additional modeling.
 - Traffic Operations Analysis Report (TOAR) being revised to include recent General Plan traffic model runs.
- West Side Fire Station
 - Consultant has submitted for third review of complete design package (Civil, Architectural, and Landscape) which has been reviewed and returned for minor corrections.
 - Several environmental studies and reports are currently underway, including:
 - Habitat Assessment and Constraints Analysis
 - Biological Resources Report
 - Determination of Biologically Equivalent or Superior Preservation (DBESP)
 - Jurisdictional Delineation
 - Staff currently flying Request for Qualifications (RFQ) in order to pre-qualify prospective bidders.
- Line 2, Stage 1 Drainage Project
 - Cooperative funding agreement was approved by CC on 09/01 and also approved from Riverside County Board of Supervisors
 - Beaumont staff and Riverside County Flood Control (RCFC) interviewed the top 3 consultants the week of 09/14-09/18
 - o Professional Services Agreement awarded to EXP at the 12/15/2020 CC meeting.
 - o Contract has been executed and kick-off meeting set for 03/10.
- By the Numbers ~ Running 12 month total of permits and inspections
 - Includes the following:
 - Encroachment permits issued.
 - Offsite improvement permits associated with residential developments issued.
 - Offsite improvement permits associated with commercial developments issued.
 - Commercial development inspections.
 - Residential development inspections.
 - Commercial development plan checks.
 - Residential development plan checks.



PUBLIC WORKS

MONTHLY PERMIT INFORMATION RUNNING 12 MONTHS



	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN
Permit Information												
Encroachment - Issued	29	27	24	22	31	19	12	22	14	9	14	7
Residential Improvements	2	0	0	0	2	1	3	4	5	6	0	3
Commercial Improvements	0	1	0	0	1	1	0	4	0	1	3	1
TOTAL	31	28	24	22	34	21	15	30	19	16	17	11
Inspections												
Commercial	60	67	183	106	79	97	53	109	86	73	35	48
Residential	217	169	134	184	106	106	87	101	134	97	177	78
TOTAL	277	236	317	290	185	203	140	210	220	170	212	126
Plan Checks												
Commercial	5	5	10	18	21	12	14	15	10	46	6	4
Residential	18	10	24	14	29	27	49	45	25	16	38	35
TOTAL	23	15	34	32	50	39	63	60	35	62	44	39



This information gathered from monthly reports and inspection records. Permits issued as of January 31, 2021.