



*City of Calimesa*  
Regular Meeting of the City Council

**AGENDA**

**Monday, May 20, 2013**

**6:00 p.m.**

Norton Younglove Multipurpose Senior Center  
908 Park Avenue, Calimesa, CA 92320

William Davis, Mayor ♦ Jeff Hewitt, Mayor Pro Tem  
Jim Hyatt, Council Member ♦ Joyce McIntire, Council Member ♦ Ella Zanowic, Council Member  
Randy Anstine, City Manager ♦ Kevin Ennis, City Attorney

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office, (909) 795-9801. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.*

*Any public writings distributed by the City to at least a majority of the Council Members regarding any item on this regular meeting agenda will be made available at the public counter at City Hall located at 908 Park Avenue, Calimesa, CA 92320*

**ANNOUNCEMENT REGARDING SPEAKER SLIPS**

Anyone wishing to address the City Council either during "Communications from the Public" or on any item on the agenda should fill out a **blue speaker slip** and give that slip to the City Clerk **prior to the item being heard**. Please write the number of the agenda item or the subject of your presentation on the slip. **Please observe a time limit of three (3) minutes when giving your presentation**. When called upon, please step forward to the microphone, state your name for the record, whom you represent and any statement you wish to make. **Please be advised that you may not defer your three (3) minutes to another speaker.**

**CALL TO ORDER**

**ROLL CALL:** MAYOR DAVIS, MAYOR PRO TEM HEWITT, COUNCIL MEMBER HYATT, COUNCIL MEMBER MCINTIRE, COUNCIL MEMBER ZANOWIC.

**STAFF:** CITY MANAGER ANSTINE, CITY ATTORNEY ENNIS, CITY CLERK GERDES, ASSISTANT CITY MANAGER VON KLUG, PUBLIC WORKS DIRECTOR FRENCH, COMMUNITY DEVELOPMENT DIRECTOR GUARRACINO, CITY ENGINEER THORNTON, FIRE CHIEF GREGG AND POLICE CHIEF PEEBLES.

**PLEDGE OF ALLEGIANCE**

**COMMUNICATIONS FROM THE PUBLIC**

*Anyone wishing to address the Council on any item within the Council's jurisdiction that is not on the agenda may do so at this time. This is not a time for Council Member comment or action, but the Council may ask questions for clarification or make a referral to staff for factual information to be reported back to the Council at a later meeting.*

**APPROVAL OF THE AGENDA**

**RECOMMENDATION: Move to approve the agenda**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

## CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. Council will act upon them at one time without discussion. Any Council Member or staff member may request removal of an item from the Consent Calendar for discussion.

1. APPROVAL OF CITY COUNCIL ACTION MINUTES. [Page 4](#)
  - a. **City Council Action Minutes of the Regular Meeting of May 6, 2013.**
2. RECEIVE AND FILE CITY COMMISSION & BOARD MINUTES. [Page 10](#)
  - a. **Community Services Commission Minutes of 4/3/2013 Regular Meeting**
  - b. **Library Commission Minutes of 4/2/2013 Regular Meeting**
  - c. **Public Works & Safety Commission Minutes of 4/4/2012 Regular Meeting**
3. APPROVAL OF WARRANT REGISTERS. [Page 19](#)
  - a. **Check Register report with a total of \$189,742.18 (Check Nos. 27048 to 27119)**
  - b. **May 9, 2013 Payroll of \$33,557.54 (Ck Nos. 6300 thru 6313)**
4. WAIVE FULL READING OF ANY PROPOSED ORDINANCES ON THE AGENDA. [Page 24](#)

***This permits reading the title only in lieu of reciting the entire text of the Ordinances. This does not take policy action on the Ordinances or approve or disapprove any Ordinances on the agenda.***
5. 4TH STREET PARK - AUTHORIZATION TO CIRCULATE A NOTICE INVITING BIDS (NIB). [Page 25](#)

***RECOMMENDATION: That the City Council authorize the City Manager to circulate a Notice Inviting Bids (NIB) to receive bids for construction of the 4<sup>th</sup> Street Park Improvements.***
6. SAFE ROUTES TO SCHOOLS PROJECT, CYCLE 8 - 2<sup>ND</sup> STREET AND AVENUE L STREET IMPROVEMENTS, AUTHORIZATION TO CIRCULATE A NOTICE INVITING BIDS (NIB) [Page 29](#)

***RECOMMENDATION: That the City Council authorize the City Manager to circulate a Notice Inviting Bids (NIB) to receive bids for construction of street, bridge, and utility improvements along 2<sup>nd</sup> Street and Avenue L.***

## CHIEF OF POLICE COMMENTS & REPORTS

## FIRE CHIEF COMMENTS & REPORTS

## MAYOR & COUNCIL MEMBER REPORTING OF COUNTY & REGIONAL MEETINGS

## BUSINESS ITEMS

7. REQUEST OF COMMUNITY SERVICES COMMISSION [Page 33](#)

***RECOMMENDATION: That the City Council provide direction pertaining to the request for an audit of the Family Services Association (FSA) funds by the Community Services Commission.***

## **COUNCIL MEMBERS' COMMENTS & REPORTS**

*This is the time for additional general comments, announcements, reports on meetings attended at public expense as required by AB 1234, requests of staff, and other issues of concern to Council Members may be presented briefly at this time. The Council may not legally take action on any item presented at this time other than to direct staff to investigate a complaint or place an item on a future agenda unless (1) by a majority vote, the Council determines that an emergency situation exists, as defined by Government Code § 54956.5 or (2) by a four-fifths vote, the Council determines that there is a need for immediate action and the need for action arose subsequent to the agenda being posted as required by Government Code § 54954.2(b).*

## **CITY MANAGER COMMENTS & REPORTS**

### **RECESS TO CLOSED SESSION**

### **CLOSED SESSION ITEMS**

#### **A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9(c) Potential Initiation of Litigation

**Number of Cases:** One (1) case

#### **B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9(c) Potential Initiation of Litigation

**Number of Cases:** One (1) case

### **CLOSED SESSION ANNOUNCEMENT**

### **ADJOURNMENT**

Adjourn to the Regular Meeting of the City Council on Monday, June 3, 2013, at 6:00 p.m.

# **Agenda Item No. 1**



## **STAFF REPORT**

### **CITY OF CALIMESA CITY COUNCIL MEETING**

**SUBJECT:** Approval of City Council Meeting Minutes

**MEETING DATE:** May 20, 2013

**PREPARED BY:** Darlene Gerdes, City Clerk

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**RECOMMENDATION:** That the City Council approve the action minutes as presented for the Regular City Council meeting of May 6, 2013.

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**ATTACHMENTS:**

Attachment A: City Council action minutes of May 6, 2013 regular meeting.

*City Of Calimesa*  
**City Council Minutes of Regular Meeting**  
May 6, 2013

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**CALL TO ORDER** 6:00 p.m. by Mayor Davis

**ROLL CALL:** MAYOR DAVIS, MAYOR PRO TEM HEWITT, COUNCIL MEMBER HYATT, COUNCIL MEMBER MCINTIRE AND COUNCIL MEMBER ZANOWIC.

**ABSENT:** NONE

**STAFF:** CITY MANAGER ANSTINE, CITY ATTORNEY ENNIS, CITY CLERK GERDES, ASSISTANT CITY MANAGER VONKLUG, PUBLIC WORKS DIRECTOR FRENCH, COMMUNITY DEVELOPMENT DIRECTOR GUARRACINO, FIRE CAPTAIN CADUEX AND POLICE LT ORTIZ.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Paul Zanowic Calimesa Chamber of Commerce, Executive Director.

**PRESENTATIONS**

**Proclamation – May is Mental Health Month – Mark Miller, Desert Regional Mental Health Board Chair**  
Mayor Davis read and presented a proclamation to Mark Miller of the Desert Regional Mental Health Board proclaiming May as Mental Health Month in Calimesa.

**COMMUNICATIONS FROM THE PUBLIC**

Steve Fogus, 1080 California Street, Calimesa spoke in regards to a notice to abate weeds that he received, stating that Code Enforcement is out of control in the amount of notices given to property owners in Calimesa.

Donna Lotz, Chairperson of the Community Services Commission, spoke on behalf of the Commission requesting that the City Council direct the City Manager to perform a financial audit of all agreements between the City of Calimesa and Family Services Association regarding senior programs, services and fundraising activities provided at the Norton Younglove Multipurpose Senior Center.

**MOTION BY COUNCILMEMBER ZANOWIC, SECONDED BY MAYOR PRO TEM HEWITT, CARRIED 5-0 TO DIRECT STAFF TO PLACE THE ITEM ON THE NEXT CITY COUNCIL MEETING FOR DISCUSSION AND CONSIDERATION.**

**APPROVAL OF THE AGENDA**

**MOTION BY COUNCIL MEMBER HYATT, SECONDED BY MAYOR PRO TEM HEWITT, CARRIED 5-0 TO APPROVE THE AGENDA AS PRESENTED.**

Mayor Davis asked if there were any items to be removed from the consent calendar for discussion. City Manager Anstine requested that Item No. 9 be pulled for discussion.

## **CONSENT CALENDAR**

1. APPROVAL OF CITY COUNCIL ACTION MINUTES.
  - a. *City Council Action Minutes of the Regular Meeting of April 15, 2013.*
  - b. *Joint Council/Calimesa Successor Agency Special Meeting of April 18, 2013.*
2. RECEIVE AND FILE CITY COMMISSION & BOARD MINUTES.
  - a. *There are no minutes ready for approval at this time.*
3. APPROVAL OF WARRANT REGISTERS.
  - a. *Check Register report with a total of \$226,521.63 (Check Nos. 27004 to 27047)*
  - b. *April 25, 2013 Payroll of \$41,696.80 (Ck Nos. 6276 thru 6294)  
May 1, 2013 Payroll of \$1,614.75 (Ck Nos. 6295 thru 6299)*
4. WAIVE FULL READING OF ANY PROPOSED ORDINANCES ON THE AGENDA.

*This permits reading the title only in lieu of reciting the entire text of the Ordinances. This does not take policy action on the Ordinances or approve or disapprove any Ordinances on the agenda.*
5. COUNCIL TRAVEL REPORT.

**RECOMMENDATION:** *That the City Council move to approve the travel expenses report.*
6. APPROVAL OF RESOLUTION NO. 2013-13, APPOINTING A CITY TREASURER.

**RECOMMENDATION:** *That the City Council adopt Resolution No. 2013-13, a Resolution of the City Council of the City of Calimesa, California, appointing Darlene Gerdes as City Treasurer and rescinding Resolution No. 2011-37 in its entirety.*
7. APPROVAL AND ADOPTION OF RESOLUTION NO. 2013-16 APPOINTING A REPRESENTATIVE TO THE PARSAC BOARD OF DIRECTORS  
**RECOMMENDATION:** *That the City Council adopt Resolution No. 2013-16, A Resolution of the City Council of the City of Calimesa, California to appoint a representative to the Public Agency Risk Sharing Authority of California [PARSAC] Board of Directors and rescinding Resolution No. 2013-12 in its entirety.*
8. APPROVAL OF ENGAGEMENT LETTER FOR ANNUAL AUDITS WITH BADAWI & ASSOCIATES  
**RECOMMENDATION:** *That the City Council Authorize the City Manager accept the attached engagement letter with Badawi & Associates for completion of an independent financial audit of the City of Calimesa finances, including its Successor Agency, for Fiscal Year 2012-2013.*

**MOTION BY COUNCIL MEMBER ZANOWIC, SECONDED BY MAYOR PRO TEM HEWITT, CARRIED 5-0 TO APPROVE ITEMS 1 – 8 OF THE CONSENT CALENDAR AS PRESENTED.**

**ITEMS REMOVED FROM THE CONSENT CALENDAR FOR DISCUSSION**

9. AWARD OF CONTRACT FOR A HOUSING CONDITIONS SURVEY AND A HOUSEHOLD INCOME SURVEY.

***RECOMMENDATION: That the City Council direct staff to enter into an agreement with Pacific Municipal Consultants (PMC) to provide a Housing Conditions Survey and a Household Income Survey.***

City Manager Anstine requested that the item be pulled for discussion and informed Council that there were some questions raised by the State in regards to this CDBG Grant Award and the numbers required to qualify. He stated that the City could possibly be required to pay the grant monies back to the State if the City proceeds.

***After discussion, there was Council consensus to continue the item to the May 20, 2013 meeting to allow staff additional time to review the necessary information.***

**CHIEF OF POLICE COMMENTS & REPORTS**

Lt. Pete Ortiz reported a decrease for April in the crime statistics, adding that the department is working hard to keep the City safe.

**FIRE CHIEF COMMENTS & REPORTS**

Carey Cadaux, Fire Captain made himself available for questions of the April report previously submitted to Council by Fire Chief Gregg. He stated that the station assisted with the Summit Fire in Banning as well as the fire on Highway 243.

**MAYOR & COUNCIL MEMBER REPORTING OF COUNTY & REGIONAL MEETINGS**

Council Member Hyatt reported that he attended the SCAG Annual Conference in Palm Desert on May 2<sup>nd</sup> and 3<sup>rd</sup>, 2013, adding that Lt. Governor Gaven Newsom, Congressman Raul Ruiz and Home developer Randall Lewis were the speakers. He further reported that he attended a meeting of the RCA and the WRCOG.

Council Member McIntire reported that she attended the SCAG Annual Conference in Palm Desert on May 2<sup>nd</sup> and 3<sup>rd</sup>, 2013.

Mayor Pro Tem Hewitt reported that he attended a meeting of the RTA for Council Member Zanowic, stating that an RTA bus driver was presented with a commendation for identifying and reporting a robbery suspect who rode on his bus route.

Council Member Zanowic reported that she attended the annual RCA Conference in Temecula, an RCA executive committee budget meeting as Supervisor Ashely's alternate, an RTA meeting, Transportation Now meeting, an RCA meeting and a meeting of the WRCOG. She further reported that the WRCOG had a booth at the Street Fair and thanked them for their support. She further reported that she attended a Waste Management subcommittee meeting and the League of California Cities legislative action days in Sacramento.

### **COUNCIL MEMBERS' COMMENTS & REPORTS**

*This is the time for additional general comments, announcements, reports on meetings attended at public expense as required by AB 1234, requests of staff, and other issues of concern to Council Members may be presented briefly at this time. The Council may not legally take action on any item presented at this time other than to direct staff to investigate a complaint or place an item on a future agenda unless (1) by a majority vote, the Council determines that an emergency situation exists, as defined by Government Code § 54956.5 or (2) by a four-fifths vote, the Council determines that there is a need for immediate action and the need for action arose subsequent to the agenda being posted as required by Government Code § 54954.2(b).*

Council Member McIntire announced that she attended the Smiles for Seniors Umbrella Awards, stating that it was a great event.

Council Member Hyatt stated that he also attended the Smiles for Seniors Umbrella Awards and thanked Council Member McIntire for her nominating him for an Umbrella Award. He announced that the Friends of the Library and the Calimesa Library Commission would be holding a Pancake Breakfast Fundraiser on June 29, 2013 at the Senior Center. He further announced that he attended the Yucaipa State of the City event, stating that they were running behind and had to leave before it was over, due to another scheduled meeting. He announced that the City of Yucaipa would be holding their annual Iris Festival event on May 17<sup>th</sup> & 18<sup>th</sup>. He announced that the garden club held their annual sale and made approximately \$1,600.

Mayor Davis cautioned everyone to watch out for the snakes, adding that there is a great population this year.

### **CITY MANAGER COMMENTS & REPORTS**

City Manager Anstine spoke regarding the purchasing of City shirts by the Commissioners and questioned whether the Council would like staff to bring back a policy in regards to the purchasing and wearing of shirts containing the City logo.

***There was Council consensus to not require a policy and allow the Commissioners to purchase shirts with the City Logo and include the name of the commission they represent.***

### **RECESS TO CLOSED SESSION**

Mayor Davis recessed the meeting at 6:49 p.m. to Closed Session. City Attorney Ennis announced the Closed Session Items. He further announced that a final decision was made that local governments have the availability to ban or regulate marijuana dispensaries in their local jurisdictions, adding that staff will proceed accordingly.

**A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9(c) Potential Initiation of Litigation

**Number of Cases:** One (1) case

**B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9(a)

Name of Case: City and County of San Francisco v. Rehab Financial Corporation, et al.

Case No. CIV-506113.

**CLOSED SESSION ANNOUNCEMENT**

**A. No reportable action.**

**B. A settlement agreement with Rehab Financial Corporation was approved by a 5-0 vote of the Council.**

**ADJOURNMENT**

Meeting adjourned at 7:15 p.m. to the Regular meeting of the City Council on Monday May 20, 2013, at 6:00 p.m.

Respectfully Submitted,

Darlene Gerdes, City Clerk

## **Agenda Item No. 2**

### **APPROVAL OF CITY COMMISSION MINUTES**

- a. Community Services Commission Minutes of 4/3/2013 Regular Meeting*
- b. Library Commission Minutes of 4/2/2013 Regular Meeting*
- c. Public Works & Safety Commission Minutes of 4/4/2012 Regular Meeting*

# *City of Calimesa*

## Minutes of the Regular Meeting of the Community Services Commission Wednesday, April 3, 2013

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**CALL TO ORDER:** The meeting was called to order at 5:40 p.m. by Chair Donna Lotz.

**ROLL CALL:**

Commissioners Present: Chair Donna Lotz, Vice-Chair Angela Daley, and Commissioner Thomas McKerlie

Commissioners Absent: Commissioner Mike Simon and Commissioner Steve Lotz (both unexcused absences)

Staff Present: Shannon Andrews, Management Analyst

**PUBLIC COMMENT:**

Cyndi Rey from Citizens on Patrol (COP) said the COP would be attending the Tomato & Pepper Plant Sale on April 6<sup>th</sup>, the Redlands Bike Classic on April 5<sup>th</sup>, and the Calimesa Street Faire on April 13<sup>th</sup>.

Kathy Houlihan from COP said the new decals that had been placed on both COP vehicles were paid for by proceeds raised at the COP spaghetti dinner in August 2012.

**APPROVAL OF MINUTES:**

Vice-Chair Daley moved to approve the minutes of the March 6, 2013 special Commission Meeting as written, and Commissioner McKerlie seconded the motion. Motion passed 3-0.

**ITEMS FOR DISCUSSION:**

**A. 4th Street Community Park Progress Report:** Management Analyst Andrews told the Commission the landscape architect and Public Works Director French had devised a plan to eliminate the need for a water tank and use the existing water lines, which would be a significant savings. She said the ADA portion of the plans were being reviewed thoroughly, and it was anticipated the plans would be ready to go out to bid this month. She said the delay was due to the fact that staff wanted the plans to be thoroughly reviewed to avoid unnecessary change orders once construction had begun. Three renderings of the Dragonfly Pavilion were provided to the Commission. Chair Donna Lotz also handed out the City of Beaumont's Dog Park Rules and spoke about a meeting she had attended with Councilwoman Zanowic that morning with Beaumont's Park Commission.

**B. Historical Group Formation Update:** Linda Molina was not in attendance.

**C. Senior Advisory Committee Meeting Report:** Vice-Chair Angela Daley provided the written report, which was received and filed by the Commission. Chair Donna Lotz requested staff to place

on the next agenda to discuss the recently formed Senior Advisory Committee and provided a brief description of why she was requesting this be placed on the agenda. Management Analyst Andrews passed around a letter that had been prepared by Brenda Hyatt, Chair of the Senior Advisory Committee. There was no further discussion regarding the Senior Advisory Committee.

- D. **Senior Center Written Report:** Senior Center Director Kathy Knox provided the monthly newsletter, which was received and filed by the Commission.
- E. **Calimesa Beautification Awards:** There was no update as Commissioner Steve Lotz was not in attendance.
- F. **Yucaipa Roundabout Study:** Chair Lotz asked if any of the Commission had any questions or wished to discuss the study that had been handed out at the March Commission meeting. There was no further discussion on the Yucaipa Roundabout Study, and it will be removed from the next agenda.

**COMMISSION MEMBERS REPORT AND COMMENTS:**

- Commissioner McKerlie - He said he had misplaced the Commission Packet that had been given to him at the Ethics Training that contained the Brown Act and requested staff to mail him another.
- Commissioner Lotz - Absent.
- Commissioner Simon - Absent.
- Vice-Chairperson Daley - She said he was sorry that Commission was missing two of its members tonight. She asked what was protocol on the hand-outs that had been passed out to members when they were not in attendance, and Management Analyst Andrews said she would mail them the next day.
- Chairperson Lotz - She said the Calimesa Street Faire was scheduled for April 13<sup>th</sup>. She said she had attended the last Street Faire Committee and complimented the committee on their organization, dedication, and hard work. She said she hoped there would be opportunity to have similar events in the new 4<sup>th</sup> Street Park as the Calimesa Street Faire was becoming more popular.

**ADJOURNMENT:**

The Community Services Commission meeting was adjourned at 6:12 p.m. to the Regular Meeting of May 1, 2013 at the Norton Younglove Multipurpose Senior Center, located at 908 Park Avenue.

Respectfully submitted,

*Shannon Andrews*  
Management Analyst

**Approved by the Commission**  
**May 1, 2013**

# City of Calimesa

## Minutes of the Regular Meeting of the Library Commission Tuesday, April 2, 2013

**CALL TO ORDER** : The meeting was called to order at 4:30 p.m. by Chairperson James.

### **ROLL CALL:**

COMMISSIONERS PRESENT: Botts, Garnham, James, Taylor and Wisdom

COMMISSIONERS ABSENT: None

STAFF PRESENT: Darlene Gerdes, City Clerk  
Jae Von Klug, Assistant City Manager  
Alexandra Brynzdia, Librarian  
Dawn Wasley, LSSI Zone Manager

### **PUBLIC COMMENT:**

None.

### **APPROVAL OF MINUTES**

Motion by Vice-Chair person Taylor, seconded by Commissioner Garnham, carried 5-0 to approve the March 5, 2013 Regular Commission Meeting Minutes as presented.

### **LIBRARY REPORT**

Alexandra distributed a report of statistics for January 2013 as follows:

Calimesa Library	February 2012	February 2013	Change
<b>Circulation</b>			
Adult	1977 2302 +16.4%		
Teen	62 58 +6.5%		
Children 722		1102	+52.6%
<b>Programming</b>			
Preschool Programs Attendance	4 71	4 67	-5.6%
Elementary Programs Attendance	5 80	4 72	-20% -10%
Adult Programs Attendance	1 7	2 73	+100% +942.9%
<b>Computer Sessions</b>	580 566 -2.4%		
<b>Reference Questions</b>	400 470 +17.5%		
<b>Door Count</b>	6308 8076 +28%		
<b>New Cards Issued</b>	26 44 +69.2%		

### **LSSI STAFF REPORTS**

Dawn Wasley, LSSI Zone Manager stated that they are continuing to work on the strategic plan and are receiving goals from all the libraries. She stated that the "Virtual Library" orientation is underway and is geared for new employees of the Library system.

She reported that monies were distributed to all the branches for the purchase of new materials, etc.

Alexandria announced that \$82.00 had been collected for the Easter/Spring Basket, adding that Phyllis Clark won the drawing. She reported that a suggestion box had been placed in the library and that staff welcomes suggestions for books and/or programs that anyone would like to see in and at the library. She further announced that the summer reading program will be "Reading is Delicious" and will begin the 2<sup>nd</sup> week of June and run through the 2<sup>nd</sup> week of August. She suggested that in order to keep with the theme, the give-away basket could be a picnic basket filled with various picnic basket items. There was Commission consensus of the picnic basket idea and the Commissioners would bring their donated items to the May 7<sup>th</sup> Commission meeting.

### **FRIENDS OF THE LIBRARY REPORT**

It was announced that the Friends of the Library made approximately \$700 at the Spring Book and Bake Sale. Chairperson James requested that staff send Library Commission meeting agendas to Alice McDole and Erika Hodges of the Friends of the Library.

### **CFLAC REPORT – (CFLAC meets Quarterly – Commissioner Garnham Liaison)**

No report. Commissioner Garnham stated that the CLFAC meetings would not be held until a new County Librarian is hired.

### **BUSINESS ITEMS FOR DISCUSSION**

**Continued discussion of Library fundraising opportunities and basket raffle:** City Clerk Gerdes stated that she met with the Chamber of Commerce and asked of the possibility of having a couple silent auction items at the State of the City in September, adding that the chamber was fine with it, as long as they did not have to obtain the items and organize the silent auction. She further stated that she agreed that the Library Commission would handle it.

She reported that her husband and the Royal Rangers program would be happy to host a pancake breakfast fundraiser and provided two dates that they would be available, June 29<sup>th</sup> and July 20<sup>th</sup>. Those dates would be taken to the Friends of the Library at their next meeting for discussion.

City Clerk Gerdes reported that she researched organizations and foundations that donate to libraries, stating that there are many and that they require grant applications be completed and submitted. She further stated that the grants are for literacy, books, programs, etc that are used within the libraries already built, she added that she could not find foundations or organizations that would grant monies for the construction of a library.

### **COMMISSION MEMBERS REPORTS AND COMMENTS**

Assistant City Manager Von Klug informed the Commission of a request that she had been given to do public outreach meetings in regards to a new library and what the public would like to see in our new library. She informed the Commission that she felt it was too early to start the public outreach at this time, and that we should wait until LSSI has finished their County-wide needs assessment.

There was Commission consensus to bring public outreach ideas to the next meeting of the Commission for discussion.

**ADJOURNMENT**

The Library Commission meeting was adjourned at 5:17 p.m. to the Regular Meeting of May 7, 2013.

Respectfully submitted,

*Darlene Gerdes*  
City Clerk

**Approved by the Commission  
May 7, 2013**

# City of Calimesa

Minutes of the Regular Meeting of the Public Works & Safety Commission  
Thursday, April 4, 2013

**CALL TO ORDER:** The meeting was called to order at 5:00 p.m.

**ROLL CALL:**

COMMISSIONERS PRESENT: Copeland, Elliott, Wilson & Wood.

COMMISSIONERS ABSENT: Koch,

STAFF PRESENT: Public Works Director French, Lt Pete Ortiz, and Dennis Pennekamp, COP Commander.

GUESTS PRESENT: Mike Barron and Mike Simon for PASSCOM

**PUBLIC COMMENT:**

None

**APPROVAL OF MINUTES**

**Approve the Action Minutes of the August 2, 2012 Regular Commission Meeting.**

Motion by Commissioner Wood, Seconded by Vice-Chairperson Wilson, carried 4-0(Commissioner Koch was absent) to approve the minutes of the August 2, 2012 Regular Commission Meeting.

**Approve the Action Minutes of the November 1, 2012 Regular Commission Meeting.**

Motion by Vice-Chairperson Wilson, Seconded by Commissioner Wood, carried 4-0(Commissioner Koch was absent) to approve the minutes of the November 1, 2012 Regular Commission Meeting.

**Approve the Action Minutes of the February 7, 2013 Regular Commission Meeting.**

Motion by Commissioner Copeland, Seconded by Commissioner Wood, carried 4-0(Commissioner Koch was absent) to approve the minutes of the February 7, 2013 Regular Commission Meeting.

**ITEMS FOR DISCUSSION**

**Safety Update**

**Sheriff's Report:** The monthly activity report for March 2013 was distributed. Calimesa crime stats for March 2013 are as follows:

<b>Crime</b>	<b>Mar-12</b>	<b>Mar-13</b>	<b>YTD 2012</b>	<b>YTD 2013</b>
Total calls for service	460	383	1222	1156
Assault (Felony)	1	0	5	2
Assault (Misd)	4	6	13	14
Burglary	2	3	11	10
Domestic Violence	5	4	8	5
DUI	8	1	17	9
Homicide	0	0	0	0
Narcotics	9	8	15	26
Rape	0	0	0	0
Robbery	0	0	0	0
Sex Crimes (Felony)	0	0	1	0
Sex Crimes (Misd)	0	1	0	2

Theft (Felony)	17	7	32	22
Theft, (Misd)	12	5	26	23
Traffic citations	51	18	131	70
T/C (Fatal)	0	0	0	0
T/C (Injury)	1	1	4	2
T/C (non injury)	12	6	22	14
Vandalism	4	6	12	18
Vehicle theft	5	1	9	3

**Fire Report:** Fire Department was not in attendance. No report was given.

**Citizen Patrol Report:** COP Commander Dennis Pennekamp provided a verbal report that indicated there were 48 patrols in March, 608.50 hours and drove 2,072.20 miles between both vans and 25 members on patrol He further announced that 3 new members were sworn in on April 3, 2013 at the City Council meeting, bringing the active members to 28 with 2 office aides. He stated that the graphics have been installed on the two Cop vehicles and that the radios and light bars would be installed on them soon. He announced that the patrol would be involved in the following three events Redlands Bicycle Classic, Community Garden Plant Sale at the Fresh & Easy parking lot and the Calimesa Street Faire. He further announced that the “You Are Not Alone” program would be starting up again and the COP would be working with staff on the program.

**Code Enforcement:** Public Works Director French provided the following Code Enforcement stats for 2012 - 2013: Total cases in 2012/2013 are 268. 90 cases still open and 177 cases closed. He further reported that there are still 45 open cases from 2010 – 2011.

**PASSCOM Report:** Mike Barron, President of the PASSCOM provided a report as follows: PASSCOM is working on updating their roster which currently has 175 members. 35 to 40 members show up to the meetings each month. PASSCOM is working with the County to set up cert trainings. A cert training will be held June 28<sup>th</sup> and 29<sup>th</sup> at the Plantation on the Lakes. Agendas and information can be found on the PASSCOM.org website. Mike announced that the City of Banning would be holding their Disaster Preparedness Fair on April 20, 2013 from 10:00 am to 2:00 p.m.

## **BUSINESS**

**Project Status:** Public Works Director French provided a brief report of the status of the projects as follows: The 4<sup>th</sup> Street Park is close to being ready to go out for bid, should be ready by mid April it will be a 6 month process from Bid open to project completion, with a 3 month cooling period for the landscape to take hold prior to being opened to the public. Mastercraft is still growing with many more homes being sold and built. JP Ranch will begin again soon, there are many improvements to County Line Road that are in the beginning phases with studies being done and funding being secured. He further reported that the Avenue L Storm Drain Project has been completed.

**Mobile Home Park Emergency Preparedness Program Discussion:** Chairperson Elliott provided a packet of materials to each member in regards to the MHP Emergency Preparedness Program. There was discussion by the Commissioners as well as input from Mike Barron and Mike Simon of PASSCOM. After lengthy discussion, there was Commission consensus to place on the agenda for the next meeting, the appointment of liaison members to the MHP Emergency Preparedness Program and the consideration of a plan to administer the program throughout the Mobile Home Parks in Calimesa.

**COMMISSION MEMBERS REPORTS AND COMMENTS**

There was Commissioner discussion of complaints received in regards to off-roading and the possible posting of no hunting and/or no off-roading signs in Calimesa, a well as some public outreach.

**ADJOURNMENT**

The Public Works & Safety Commission meeting was adjourned at 6:58 p.m. to the regular meeting of May 2, 2013.

Respectfully submitted,  
*Darlene Gerdes*  
City Clerk

**Approved by the Commission  
May 2, 2013**



## **STAFF REPORT**

### **CITY OF CALIMESA CITY COUNCIL MEETING**

**SUBJECT:** Approval of Warrant Register

**MEETING DATE:** May 20, 2013

**PRESENTED BY:** Randy Anstine, City Manager

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**RECOMMENDATION:** Staff requests that the City Council move to approve the Check Register Report.

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**SUMMARY:** The attached Check Register Report for City Council's approval is as follows:

- a. Check Register Report with a total of \$189,742.18 (Check Nos. 27048 to 27119)
- b. May 9, 2013 Payroll of \$33,557.54 (Ck Nos. 6300 thru 6313)

**Council Date - May 20, 2013**

**Accounts Payable - Checks # 27048 thru 27119**

**Fund Distribution Breakdown**

General - Fund #01	\$	165,307.97
Supplemental Law Enforcement - Fund #14	\$	7,666.48
CDBG - Fund #15	\$	36.11
Park & Rec Grants - Fund #17	\$	-
Library - Fund #19	\$	97.11
AQMD - Fund #21	\$	-
Gas Tax - Fund #24	\$	2,435.60
Measure A - Fund #25	\$	3,280.00
LLMD - Fund #28	\$	4,698.93
Flood Control/Drainage - Fund 32	\$	-
Admin Facility Fees - Fund 33	\$	-
TUMF - Fund 41	\$	-
MSHCP - Fund 42	\$	-
CFD No. 1 - Fund 51	\$	969.98
CFD 2013-1 - Fund 52	\$	5,235.00
CFD 2012-1 - Fund 53	\$	-
Successor Agency - Fund #67	\$	-
Payroll Clearing - Fund #99	\$	15.00

**Grand Total**

**\$ 189,742.18**

**Check Register Report**

Check Number	Check Date	Status	Vendor Name	Check Description	Amount	01	14	17	19	21	24	25	28	32	33	38	41	42	43	51	52	53	67	99
27048	05/02/2013	Printed	AMERICAN FORENSIC NURSES, INC	Blood Draw MAR 13	41.08	X																		
27049	05/02/2013	Printed	BANK OF AMERICA	Visa MAR 13	79.33	X																		
27050	05/02/2013	Printed	BILL DAVIS	Cell Phone Reimb MAY 13	40.00	X																		
27051	05/02/2013	Printed	CALIMESA AUTO REPAIR	Vehicle Maint	141.18	X					X													
27052	05/02/2013	Printed	CALPERS	Health Premium MAY 13	115.81	X																		
27053	05/02/2013	Printed	CR&R, INC.	Power Sweeping Svcs APR 13	805.00						X													
27054	05/02/2013	Printed	DAVID TURCH AND ASSOCIATES	Professional Consulting MAY 13	2,666.67	X																		
27055	05/02/2013	Printed	EASYPERMIT POSTAGE	Postage	600.00	X																		
27056	05/02/2013	Printed	ELLA ZANOWIC	Cell Phone Reimb MAY 13	40.00	X																		
27057	05/02/2013	Printed	FAMILY SERVICE ASSOCIATION	Sr Ctr Contract Svcs APR 13	5,833.34	X																		
27058	05/02/2013	Printed	HINDERLITER DELLAMAS & ASSOC	Audit Svcs-Sales Tax 2nd Qtr	450.98	X																		
27059	05/02/2013	Printed	JAYS QUALITY PEST CONTROL	Monthly Pest Ctrl Svc APR 13	90.00	X																		
27060	05/02/2013	Printed	JEFF HEWITT	Cell Phone Reimb MAY 13	40.00	X																		
27061	05/02/2013	Printed	JIM HYATT	Cell Phone & Fuel Reimb MAY 13	102.65	X																		
27062	05/02/2013	Printed	KOPPEL & GRUBER PUBLIC FINANCE	CFD No. 1 JAN-MAR 13	969.98																X			
27063	05/02/2013	Printed	LIBRARY SYSTEMS & SERVICES	Library Materials MAR 13	97.11				X															
27064	05/02/2013	Printed	LOWES BUSINESS ACCOUNT	Supplies	811.02	X									X									
27065	05/02/2013	Printed	MARITIME ESCROW, INC.	Refund-Admin Fine	80.00	X																		
27066	05/02/2013	Printed	OFFICE DEPOT	Office Supplies	175.07	X																		
27067	05/02/2013	Printed	P & R PAPER SUPPLY CO., INC	Janitorial Supplies	418.64	X																		
27068	05/02/2013	Printed	PITNEY BOWES, INC	Meter Machine Supplies	195.50	X																		
27069	05/02/2013	Printed	PMC	Gen. Planning Svcs MAR 13	5,892.50	X																		
27070	05/02/2013	Printed	PMC	Dev Proj Planning Svc MAR 13	7,356.25	X																		
27071	05/02/2013	Printed	PMC	Dev Proj Planning Svc FEB 13	562.50	X																		
27072	05/02/2013	Printed	SOUTH MESA WATER	Water Svc MAR-MAY 13	395.00	X									X									
27073	05/02/2013	Printed	SOUTHERN CALIFORNIA EDISON	Electric Svc MAR-APR 13	4,863.04	X									X									
27074	05/02/2013	Printed	STAPLES	Office Supplies	94.14	X																		
27075	05/02/2013	Printed	STAPLES BUSINESS ADVANTAGE	Office Supplies	85.31	X																		
27076	05/02/2013	Printed	THE HOLLIMAN COMPANY	Finance Service	902.50	X																		
27077	05/02/2013	Printed	THE TROPHY STORE	Name Plates	9.72	X																		
27078	05/02/2013	Printed	VERIZON CALIFORNIA	Phone Svc & Fios APR 13	474.94	X																		
27079	05/02/2013	Printed	VERIZON WIRELESS	Wireless Svc APR 13	207.32	X																		
27080	05/02/2013	Printed	WILLDAN ASSOCIATES	SCE/WRCOG Grant	137.50	X																		
27081	05/02/2013	Printed	WILLIAM KIMBRO	Medical Reimbursement	15.00																			X
27082	05/02/2013	Printed	WRCOG	Annual General Assembly Sponsor	2,000.00	X																		
27083	05/02/2013	Printed	YUCAIPA NEWS MIRROR	Subscription	24.95	X																		
27084	05/02/2013	Printed	YUCAIPA VALLEY WATER DISTRICT	Water Svc APR 13	185.94	X									X									
27085	05/09/2013	Printed	TORI L TOWNSEND	Code Enforcement	1,951.25	X																		
27086	05/09/2013	Printed	LEAGUE OF CALIFORNIA CITIES	Riverside Division Meeting	50.00	X																		
27087	05/09/2013	Printed	THE HOLLIMAN COMPANY	Finance Svcs	2,090.00	X																		
27088	05/09/2013	Printed	VON KLUG & ASSOCIATES, INC	Assistant City Manager	1,381.25	X																		
27089	05/15/2013	Printed	CHEVRON AND TEXACO CARD SVCS	Gasoline APR 13	1,320.27	X					X													
27090	05/15/2013	Printed	CITY OF BEAUMONT	Animal Control Svcs FEB 13	687.41	X																		
27091	05/15/2013	Printed	CROWN ACE HARDWARE	Supplies	215.83	X					X				X									
27092	05/15/2013	Printed	DEPARTMENT OF JUSTICE	Blood Alcohol Analysis APR 13	35.00	X																		
27093	05/15/2013	Printed	DEPARTMENT OF TRANSPORTATION	Safety Warning Light JAN-MAR13	267.14						X													
27094	05/15/2013	Printed	FEDEX	Shipping	52.25	X																		
27095	05/15/2013	Printed	FREEMAN OFFICE PRODUCTS	Office Supplies	169.99	X																		
27096	05/15/2013	Printed	HOWARD CLASEN	Weed Abatement Subscriptions	1,329.00	X																		
27097	05/15/2013	Printed	KONICA MINOLTA	Equipment Rental APR 13	691.20	X																		



**Payroll Net Pay / Net Liability / Benefit Breakdown**

**Pay Period 12 - Pd May 9, 2013**

April 20- May 3, 2013

Checks 6300 - 6313

	Employee	Employer	Total
FWT	\$ 3,279.20		\$ 3,279.20
FICA	\$ -	\$ -	\$ -
Medicare	\$ 389.29	\$ 389.29	\$ 778.58
SWT	\$ 1,051.58		\$ 1,051.58
SDI	\$ 283.19		\$ 283.19
Deferred Compensation	\$ 846.70		\$ 846.70
Loan Deduction	\$ 618.86		\$ 618.86
Benefit Deduction	\$ 1,089.43		\$ 1,089.43
Misc Deduction	\$ 34.34		\$ 34.34
VEBA	\$ 450.00		\$ 450.00
PERS Retirement		\$ 4,849.06	\$ 4,849.06
Subtotal	\$ 8,042.59	\$ 5,238.35	\$ 13,280.94
Net Payroll	\$ 20,276.60		\$ 20,276.60
Gross Payroll	\$ 28,319.19	\$ 5,238.35	\$ 33,557.54
Benefit Expenditures	\$ -		
Salary Expense		\$ 28,319.19	
Employer Payroll Cost		\$ 5,238.35	
Total Payroll Cost			\$ 33,557.54

**Agenda Item No. 4**

**WAIVE FULL READING OF ANY PROPOSED  
ORDINANCES ON THE AGENDA**

***This permits reading the title only in lieu of reciting the entire text of the Ordinances. This does not take policy action on the Ordinances or approve or disapprove any Ordinances on the agenda.***



## **Agenda Item No. 5**

# **STAFF REPORT**

## **CITY OF CALIMESA CITY COUNCIL MEETING**

**SUBJECT:** 4th Street Park  
Authorization to circulate a Notice Inviting Bids (NIB)

**MEETING DATE:** May 20, 2013

**PRESENTED &  
PREPARED BY:** Michael Thornton, City Engineer

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**RECOMMENDATION:** That the City Council authorize the City Manager to circulate a Notice Inviting Bids (NIB) to receive bids for construction of the 4<sup>th</sup> Street Park Improvements.

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**DISCUSSION:** The City was awarded a grant of \$2.8 million by the State of California Department of Parks and Recreation through the Sustainable Communities and Climate Change Reduction Program outlined by Proposition 84. Design of the park improvement project is complete.

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**FISCAL IMPACT:** None

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**ATTACHMENTS:**

Attachment A: Notice Inviting Sealed Bids

## NOTICE INVITING SEALED BIDS

FOR

### 4<sup>TH</sup> STREET COMMUNITY PARK

IN THE CITY OF CALIMESA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Calimesa as CITY, invites sealed bids for the above-stated project and will receive such bids in the offices of the City Clerk, 908 Park Avenue, Calimesa, California 92320, up to the hour of **2:00 p.m., Tuesday, June 25, 2013**, at which time they will be publicly opened and read in the Norton Younglove Multipurpose Senior Center.

A pre-bid meeting is scheduled for **June 6, 2013 at 2:00 PM** at the Norton Younglove Multipurpose Center. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. **Bidders' attendance at this meeting is mandatory.**

All work must be completed within **ninety (90)** working days after the date of authorization specified in the Notice to Proceed and to diligently prosecute said work, including corrective items of work, day to day thereafter, except as adjusted by subsequent Contract Change Orders.

Copies of the Plans, Specifications, and contract documents may be obtained at Calimesa City Hall, 908 Park, Calimesa, California, 92320, telephone (909) 795-9801, upon payment of a \$50.00 nonrefundable fee, if picked up, or payment of a \$65.00 nonrefundable fee, if requested by mail.

The successful Bidder shall perform, with its own organization, Contract work amounting to at least fifty percent of (50%) of the Contract price. However, any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" may be deducted from the Contract price before computing the amount of work required to be performed by the Contractor.

This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990. AGENCY affirms that in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

AGENCY is implementing new contract requirements for the submittal of Monthly Employment Report forms. Requirements are covered in the Specifications in subsection 5-1.10, "Monthly Employment Report (American Recovery and Reinvestment Act)" of Section 5, "General."

Pursuant to Section 1773 of the Labor Code, the State prevailing wage rates for this project have been determined by the Director of the California Department of Industrial Relations (DIR) and are online at <http://www.dir.ca.gov/DLSR/PWD> but not printed in the Specifications. The Federal prevailing wage rates for this project are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the Department of Labor website: <http://www.wdol.gov/wdol/scafiles/davisbacon/ca36.dvb> but are not printed in the Specifications. If there is a conflict between State and Federal wage rates, the higher of the two will prevail. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Conflict of Interest: in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

The bidders attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap will also be required.

The CITY will deduct a 10-percent retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The CITY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the CITY for an amount no less than 10 percent of the amount bid.

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a State Contractor's License Class A at the time this contract is awarded. The successful Contractor and his subcontractors will be required to possess business licenses from the City of Calimesa.

The CITY reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 45 days.

For Technical information relating to the details of the proposed project and bidding requirements, please contact Michael Thornton, the City Engineer, at (909) 795-9801, ext 225.

BY ORDER OF THE CITY OF CALIMESA, CALIFORNIA

\_\_\_\_\_  
Darlene Gerdes  
City Clerk  
City of Calimesa

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



# STAFF REPORT

## CITY OF CALIMESA CITY COUNCIL MEETING

**SUBJECT:** Safe Routes to Schools Project, Cycle 8  
2<sup>nd</sup> Street and Avenue L Street Improvements,  
Authorization to circulate a Notice Inviting Bids (NIB)

**MEETING DATE:** May 20, 2013

**PRESENTED AND  
PREPARED BY:** Michael Thornton, City Engineer

---

**RECOMMENDATION:** That the City Council authorize the City Manager to circulate a Notice Inviting Bids (NIB) to receive bids for construction of street, bridge, and utility improvements along 2<sup>nd</sup> Street and Avenue L.

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**DISCUSSION:** On December 1, 2011, the State notified the City that it would receive a grant from the State's Safe Routes to Schools (SR2S) program in the amount of \$886,050.00. The City is obligated to match the grant with a local amount of 10%. Subsequently, the City contracted with Willdan Engineers to prepare construction documents. Willdan has substantially completed the services.

The Project costs are summarized below:

Construction Estimate:	\$750,000
Construction Contingency (@ 10%):	\$ 75,000
Design Cost:	\$175,000
Construction Management and Inspection:	\$100,000
<b>Total:</b>	<b>\$1,100,000</b>

The NIB is made a part of this staff report and is ready to be circulated once Council authorization is received.

---

**FISCAL IMPACT:** The Project budget is as follows:

Grant Funding:	\$886,050
City Measure A Funding:	\$213,950
<b>Total:</b>	<b>\$1,100,000</b>

---

**ATTACHMENTS:**

Attachment A: Notice Inviting Sealed Bids

## NOTICE INVITING SEALED BIDS

FOR

### **SECOND STREET AND AVENUE 'L' SAFE ROUTES TO SCHOOL PROJECT, CYCLE 8 STATE PROJECT NO. SR2SL-5460(007)**

IN THE CITY OF CALIMESA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Calimesa as CITY, invites sealed bids for the above-stated project and will receive such bids in the offices of the City Clerk, 908 Park Avenue, Calimesa, California 92320, up to the hour of **2:00 p.m., Tuesday, June 25, 2013**, at which time they will be publicly opened and read in the Norton Younglove Multipurpose Senior Center.

A pre-bid meeting is scheduled for **June 4, 2013 at 2:00 PM** at the Norton Younglove Multipurpose Center. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. **Bidders' attendance at this meeting is mandatory.**

All work must be completed within **forty five (45)** working days after the date of authorization specified in the Notice to Proceed and to diligently prosecute said work, including corrective items of work, day to day thereafter, except as adjusted by subsequent Contract Change Orders.

Copies of the Plans, Specifications, and contract documents may be obtained at Calimesa City Hall, 908 Park, Calimesa, California, 92320, telephone (909) 795-9801, upon payment of a \$50.00 nonrefundable fee, if picked up, or payment of a \$65.00 nonrefundable fee, if requested by mail.

The successful Bidder shall perform, with its own organization, Contract work amounting to at least fifty percent of (50%) of the Contract price. However, any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" may be deducted from the Contract price before computing the amount of work required to be performed by the Contractor.

This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990. AGENCY affirms that in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

AGENCY is implementing new contract requirements for the submittal of Monthly Employment Report forms. Requirements are covered in the Specifications in subsection 5-1.10, "Monthly Employment Report (American Recovery and Reinvestment Act)" of Section 5, "General."

Pursuant to Section 1773 of the Labor Code, the State prevailing wage rates for this project have been determined by the Director of the California Department of Industrial Relations (DIR) and are online at <http://www.dir.ca.gov/DLSR/PWD> but not printed in the Specifications. The Federal prevailing wage rates for this project are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the Department of Labor website: <http://www.wdol.gov/wdol/scafiles/davisbacon/ca36.dvb> but are not printed in the Specifications. If there is a conflict between State and Federal wage rates, the higher of the two will prevail. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Conflict of Interest: in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

The bidders attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap will also be required.

The CITY will deduct a 10-percent retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The CITY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the CITY for an amount no less than 10 percent of the amount bid.

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a State Contractor's License Class A at the time this contract is awarded. The successful Contractor and his subcontractors will be required to possess business licenses from the City of Calimesa.

The CITY reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 45 days.

For Technical information relating to the details of the proposed project and bidding requirements, please contact Michael Thornton, the City Engineer, at (909) 795-9801, ext 225.

BY ORDER OF THE CITY OF CALIMESA, CALIFORNIA

\_\_\_\_\_  
Darlene Gerdes  
City Clerk  
City of Calimesa

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



## **STAFF REPORT**

### **CITY OF CALIMESA CITY COUNCIL MEETING**

**SUBJECT:** REQUEST OF COMMUNITY SERVICES COMMISSION

**MEETING DATE:** May 20, 2013

**PRESENTED BY:** Randy Anstine, City Manager

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**RECOMMENDATION:** It is respectfully requested that the City Council provide direction pertaining to the request for an audit of the Family Services Association (FSA) funds by the Community Services Commission.

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**BACKGROUND:** At the May 1, 2013 regular meeting of the Calimesa Community Services Commission, on a motion by Chair Lotz, seconded by Vice Chair Daley, that the City Council direct the city manager to conduct an audit of the Family Services Association funds. The motion passed unanimously.

#### **FINDINGS:**

The agreement with FSA provides that the City Manager is designated as the official to review the financial operation of the Senior Center.

#### **RECOMMENDED ACTION**

It is respectfully requested that the City Council provide direction to the City Manager as to the desire of the City Council to have such an audit take place.

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#### **ATTACHMENTS:**

Attachment A: City Attorney Memorandum – City Officials Roles in the Financial Operations of the Senior Center.

Attachment B: City FSA Agreement(s) – Original, First and Second Amendments



## CITY OF CALIMESA

OFFICE OF THE CITY ATTORNEY

908 Park Avenue, P.O. Box 1190, Calimesa, California 92320  
Telephone 909.795.9801 Facsimile 909.795.4399

### MEMORANDUM

**TO:** Randy Anstine, City Manager

**CC:** Mayor Davis and Members of the City Council  
Chairperson Lotz and Members of the Community Services Commission  
Chairperson Hyatt and Members of the Senior Advisory Committee  
Darlene Gerdes, City Clerk  
Kathy Knox, Senior Center

**FROM:** Kevin G. Ennis, <sup>KEE</sup> City Attorney

**DATE:** April 29, 2013

**SUBJECT:** City Officials' Roles in the Financial Operations of the Senior Center

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You asked me to clarify the roles of various bodies and officials of the City with respect to financial oversight of the Senior Center. I am informed that you seek this clarification because of a recent request by the Chairperson of the Community Services Commission that the Senior Advisory Committee undertake an accounting of certain operations of the Senior Center. The Chairperson of the Senior Advisory Committee asked you for assistance in clarifying the role of that Committee in this matter.

#### *Short Answers*

The duties of the Community Services Commission ("Commission") are set forth in the Calimesa Municipal Code. Though the Commission has many duties, those duties do not include undertaking a financial review of the operation of community facilities, including the Senior Center. If the City Council would like to impose that duty on the Commission, it may do so through an amendment to the Calimesa Municipal Code. Additionally, such a Municipal Code amendment may require an amendment to the City's agreement with Family Service Association ("FSA") if any proposed new financial review duties of the Commission are to apply to the Senior Center.

The Senior Advisory Committee ("Committee") is a subordinate body to the Commission and its role and duties can be no broader than those given to the Commission by the Calimesa Municipal Code. Therefore, just as the Commission does not have the authority to undertake a financial review of the operations of the Senior Center, the Committee does not have such authority.

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The City's agreement with FSA provides that the City Manager is the City's point person and designated official to review the financial operation of the Senior Center. The Agreement with FSA does not independently authorize nor does it provide that the Commission or the Committee may audit or review the financial operations of the Senior Center.

Accordingly, the Committee may make recommendations to the Commission and the Commission can in turn make recommendations, in its advisory capacity, to the City Council with respect to the operation of the Senior Center. Ultimately, the City Manager may undertake a review or audit of FSA's operation of the Senior Center or the City Council may direct the City Manager to take such action.

***Discussion***

*A. Community Services Commission*

The duties of the Commission are provided by the Calimesa Municipal Code (Section 2.25.020). Those duties include:

"A. Recommend policies and procedures to the city council for the administration, operation, development, improvement and maintenance of community facilities, including parks, recreation facilities, and park and recreation programs within the city."

...

"C. Review and, from time to time, make recommendations to the city council regarding fees and charges for community facilities, including park and recreational services and the use of community facilities."

"D. Assist staff in drafting and submitting an annual budget for community facilities, including park and recreation activities, and including a long range capital improvement program, methods of financing operations and acquisitions. Staff shall provide the commission information on available funds, committed funds, and projected income."

In summary, the Commission may recommend procedures for the operation of the community facilities, including the Senior Center, may review City imposed fees and charges for use of community facilities, and assist the City Manager in preparing an annual budget for operation of the City's community facilities. Those duties do not include undertaking a financial review or

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audit of the operation of community facilities, including the Senior Center. The Commission may, however, recommend to the City Council that the City Manager undertake that review.

*B. Senior Advisory Committee*

The Committee is a subordinate body to the Commission. Consequently, its roles and duties may be prescribed by the Commission unless otherwise specified and directed by the Council. As a subordinate body of the Commission, its roles and duties can be no broader than those given to the Commission by the Calimesa Municipal Code. I am informed that there is no formal ordinance, resolution or other written specification of duties for the Committee. However, based on the principle that the Committee is subordinate to the Commission and has no greater powers or duties than the Commission, the Committee does not have the power to undertake a financial review of the operations of the Senior Center. If the City Council would like to impose that duty on the Commission, it may do so through an amendment to the Calimesa Municipal Code, and then all or part of the duty can be delegated by the Commission to the Committee. However, as explained below, if the Council were to do so, it may be necessary to amend the agreement with FSA to provide that officials other than the City Manager may review the financial operations of FSA and the Senior Center, unless such work is done through the office of the City Manager.

*C. City Officials' Roles Pursuant to Agreement with FSA*

On July 1, 2008, the City and FSA entered into an agreement ("Agreement") which provided that FSA would provide the City with services to facilitate coordinated, responsive and expanded services to seniors available at and through the Senior Center. On December 20, 2010, the City and FSA approved a First Amendment ("First Amendment") to the Agreement, which changed the hours of operations of the Senior Center, use or rental by third parties, recipient of revenues from rentals, and compensation for FSA. On June 20, 2011, the City and FSA approved a Second Amendment ("Second Amendment") to the Agreement, which extended the term of the Agreement and deleted obsolete personnel references.

Pursuant to Agreement Section 2.2(a), FSA may undertake certain revenue producing grant, operation and fundraising activities for the Senior Center. FSA can retain such revenue, without reducing the contract amount owed to FSA by the City (Agreement § 2.2(b)). The Agreement provides that:

"...all revenue received by FSA derived from grants, operations and fundraising activities for the Senior Center (except from revenue from the rental of the Senior Center) or from programs operated at the Senior Center shall be retained by the FSA, and if received by

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the City, shall be forwarded to FSA within ten (10) days of receipt by City. Nothing contained herein shall require either City or FSA to forward any other grants or revenue to the other derived from any other source whatsoever.”<sup>1</sup> (Agreement § 2.2(a)).

What follows is an analysis of the roles of the Committee, the Commission, the City Council and the City Manager pursuant to the Agreement, the First Amendment and the Second Amendment.<sup>2</sup>

*1. City Manager*

Pursuant to Agreement Section 4.6(a), the City Manager is the City’s authorized representative for this Agreement and any approval of the City required by the Agreement shall mean the approval of the City Manager. As the authorized representative, the City Manager has a number of powers under the Agreement. The City Manager is designated to receive reports and request reports from FSA. Agreement Section 6.1 provides that “FSA shall periodically prepare and submit to the City Manager such reports concerning the performance of the FSA Services and as reasonably required by the City Manager.”

The City Manager also has the power to inspect and audit the books and records of FSA kept in connection with the Agreement. Section 6.2 of the Agreement provides:

“FSA shall keep such books and records as shall be necessary to perform the FSA Services and enable the City Manager to evaluate the performance of such services. The City Manager, on behalf of the City, shall have access to such books and records at all times during normal business hours of the City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained by the City at the Senior Center for a period of three (3) years following completion of the services hereunder, and the City and FSA shall each have access to such records in the event any audit is required...” (Agreement § 6.2)

In addition to the City Manager’s power to inspect and audit, the City Manager may also request that he be informed of “the progress of the performance of the FSA Services.” (Agreement § 1.1(r)). As described above, the City Manager may report annually or at any other time to the City Council regarding FSA’s compliance with the Agreement. (Agreement § 4.6(b)).

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<sup>1</sup> The First Amendment changed section references in the first sentence of Agreement Section 2.2(a), however the first sentence is not printed above because it is not material to the issues addressed in this memorandum.

<sup>2</sup> Unless otherwise noted, the Agreement remains unaltered by the First Amendment and the Second Amendment with respect to this analysis.

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*2. City Council*

Pursuant to the Agreement, the City Council may review annual reports prepared by FSA at the request of the City Manager:

“...City Manager may report annually or at any other time to the City Council regarding FSA’s compliance with and performance under this Agreement. FSA shall be entitled to a copy of such report and advance notice when such report will be considered by the City Council along with notice of any actions taken by City pursuant to such review. Failure of the City Manager to submit such reports to the City Council, or of the City Council to conduct such reviews, shall not constitute a waiver of any obligations of FSA, or any rights and remedies of City under this Agreement.” (Agreement § 4.6(b)).

Therefore, if the City Council desires, it may request the City Manager to audit the operation of the Senior Center.

*3. Community Services Commission*

Pursuant to the Agreement, FSA shall “[a]ttend meetings of the City’s Community Service Commission (currently scheduled for the first Wednesday of each month at 5:30 p.m.) at the Senior Center if and when FSA receives advance notice that agenda items relate to Senior Center matters and requiring FSA input.” (Agreement §1.1(p)). The Agreement does not specify a role for the Commission in the audit of FSA or the Senior Center. If the Commission believes such an audit is appropriate, it may recommend that action to the City Council, which may in turn direct the City Manager to perform the audit.

*4. Senior Advisory Committee*

Agreement Section 1.1(d) provides that FSA shall “[p]eriodically meet with the Senior Advisory Committee...to discuss ongoing operations, and proposed programs and activities.” Additionally, Agreement Section 1.1(e) provides that FSA shall “[r]eview and prioritize the findings of the recent survey completed by Senior Advisory Committee and use those findings to guide program planning.” These provisions are not reasonably interpreted to provide direction or authority to the Committee to audit FSA or the Senior Center’s operations and activities.

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***Conclusions***

Pursuant to the Calimesa Municipal Code, the Commission has a set of defined duties. Financial review of the operation of the Senior Center is not one such duty. The Commission may, however, recommend to the City Council that the City Manager undertake that review.

Similarly, the Committee is a subordinate body to the Commission and just as the Commission does not have the authority to undertake a financial review of the operations of the Senior Center, the Committee does not have such authority. Imposing such a duty on the Commission, or subsequently on the Committee, would require an amendment to the Calimesa Municipal Code. Additionally, such an amendment may require a third amendment to the Agreement with FSA.

The Agreement with FSA provides that the City Manager is the City's authorized representative and that he may review and audit the financial operation of the Senior Center. The Committee may make recommendations to the Commission and that Commission can in turn make recommendations, in its advisory capacity, to the City Council with respect to the operation of the Senior Center. The City Manager, however, may undertake a review or audit of FSA's operation of the Senior Center or the City Council may direct the City Manager to take such action.

If you need additional clarification or have other questions, please do not hesitate to ask me.

**AGREEMENT BETWEEN THE CITY OF CALIMESA AND  
FAMILY SERVICE ASSOCIATION TO PROVIDE SENIOR  
SERVICES AT THE NORTON YOUNGLOVE  
MULTIPURPOSE SENIOR CENTER**

This Agreement (herein "Agreement") is made and entered into effective on the first day of July, 2008 by and between the City of Calimesa, a California municipal corporation (herein "City") and Family Service Association of Western Riverside County, a non-profit corporation (herein "FSA") to provide senior programs and services for the City at the Norton Younglove Multipurpose Senior Center (herein "Senior Center").

**RECITALS**

WHEREAS, City owns and operates the Senior Center;

WHEREAS, FSA is a California public benefit corporation with operations in the County of Riverside, California including, but not limited to, the City of Calimesa, California, exempt under Section 501 (c)(3) of the Internal Revenue Code and organized and operated to provide social services to families and population segments with special needs, including but not limited to, services for senior citizens;

WHEREAS, FSA is experienced in planning and developing programs for seniors and related resources at senior service centers and, for its own account, provides senior service programs at multiple locations through its service area;

WHEREAS, FSA currently leases a portion of the Senior Center from the City, pursuant to a lease dated September 18, 2006, and under which FSA provides a senior nutrition program at the Senior Center;

WHEREAS, on September 4, 2007, City and FSA entered into an agreement by which FSA would provide Interim Center Manager Services for the City at the Senior Center (the "Interim Center Manager Agreement");

WHEREAS, on April 22, 2008 and then amended by letter dated May 7, 2008, FSA provided 30-days advance notice of termination of the Interim Center Manager Agreement with the termination date to be June 30, 2008;

WHEREAS, the City desires to enter into a new agreement to retain FSA for a three-year term, terminable upon 30-days advance notice, and FSA desires to be retained by the City to provide services to facilitate coordinated, responsive and expanded services to seniors available at and through the Senior Center in compliance with applicable law, as described herein.

NOW, THEREFORE, the parties agree as follows:

**1. SERVICES TO BE PROVIDED BY FSA**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, FSA shall provide the following services (hereinafter "FSA Services") to City:

a. Operate all senior service programs and activities at the Senior Center, including all current City-run senior programs and activities. In addition, coordinate and oversee the use of the Senior Center by third parties, including, but not limited to, program activities operated by FSA. In the course of providing FSA Service, FSA will engage and designate a Center Manager accountable to FSA as more fully set for in **Section 5**;

b. Operate the Senior Center Monday through Friday, except on City Holidays, from 9:00 a.m. to 4:00 p.m. In addition, FSA shall conduct one evening or weekend event each month.

c. Plan and implement new social activities for seniors at the Senior Center (dances, teas, etc.);

d. Periodically meet with the Senior Advisory Committee, Senior Center volunteers, City staff, and seniors attending programs and activities at the Senior Center to discuss ongoing operations, and proposed programs and activities;

e. Review and prioritize the findings of the recent survey completed by Senior Advisory Committee and use those findings to guide program planning;

f. Select annual dates for, plan and conduct an annual Health and Resource Fair to be held at the Senior Center in cooperation and coordination with the City, FSA and community organizations and businesses;

g. Plan and provide advice to City for implementing volunteer participation and support for senior activities at the Senior Center. Set a date and provide in-service training for front desk volunteer staff at the Senior Center;

h. Contact Riverside County 211 and directors of other comparable senior centers in other cities to research resource and referral sources for senior services;

i. Use its best efforts to secure grants and other funds for the expansion of senior services, subject to the limitations provided in **Section 1.3**, and, if requested by City, provide advice, assistance and support to City staff preparing other grant applications to governmental and non-profit entities to fund expansion of the Senior Center's programs;

j. Prepare and disseminate, after approval by City, publicity, brochures, press releases, and newsletters related to Senior Center activities;

k. Evaluate program attendance, participant responses and costs, make recommendations as needed;

l. Maintain the master calendar of activities for the Senior Center;

m. Coordinate and maintain facility schedule;

n. Respond to informational inquiries from the public regarding senior services;

o. Receive, review and use best efforts to immediately resolve in a timely manner any complaints received by FSA or received by City and forwarded to FSA, regarding operations at the Senior Center, and promptly inform the City Manager as to the resolution of those complaints;

p. Attend meetings of the City's Community Service Commission (currently scheduled for the first Wednesday of each month at 5:30 p.m.) at the Senior Center if and when FSA receives advance notice that agenda items relate to Senior Center matters and requiring FSA input;

q. Maintain regular, ongoing telephone contact and meetings with City staff to coordinate the services provided at the Center;

r. Periodically, and when requested by the City Manager, keep the City Manager informed of the progress of the performance of the FSA Services;

s. Oversee the Senior Food Share Program;

t. Use its best efforts to control energy usage at the Senior Center and to avoid unnecessary energy usage in Senior Center Operations;

u. Pay for copier paper, copier toner and other office and operational supplies not otherwise provided by City pursuant to **Section 1.4**; and

v. Janitorial services of the kitchen in connection with the daily congregate meal program and for special events at the Senior Center conducted by FSA on weekends, after 4:00 p.m. on weekdays, or on days with City Hall is closed if and when FSA has an activity in the Senior Center.

**1.2 Exclusions from FSA Services.** FSA Services shall not include:

a. Except as provided in **Section 4.2**, the hiring, disciplining, general supervision, compensation, or administration, or discharge of any City employees serving at or staffing the Senior Center;

b. Maintenance, construction, improvement, repair, insurance or security of or for the Senior Center or activities conducted at the Senior Center;

c. Day-to-day janitorial services and maintenance at the Senior Center, except that FSA shall provide janitorial and maintenance services for its use of the kitchen in connection with the daily congregate meal program and for special events conducted by FSA at the Senior Center;

d. Collection or advancement of funds for City operations of the Senior Center or its programs or other City activities; and

e. Incurring any indebtedness or contractual obligations for or on behalf of the City.

**1.3 No Authority to Contract on Behalf of City.** Neither FSA, the designated Center Manager, nor any other FSA employee, officer, agent or contractor, shall have the authority to incur any contractual obligation for debt or expense for or on behalf of the City, including but not limited to, contracting for non-janitorial maintenance or repair of the Senior Center. In addition FSA shall not have the authority to obligate the City for grant commitments that require maintenance of City efforts or the provision of City matching funds, unless such commitments are otherwise agreed in writing in advance by City Manager.

**1.4 City Obligations.** In addition to any other obligations of City under this Agreement City shall remain responsible for provision and payment of all expenses associated with City and Senior Center operations, excluding those required by this Agreement to be paid by FSA. The City's expenses include, but not limited to, the following:

a. Engaging, disciplining, and the general supervision, administration, compensation and discharge of City employees, contractors, agents and volunteers except as expressly provided in **Section 1.1** of this Agreement. All labor and employment responsibilities for City employees shall remain the responsibility of City;

b. Maintaining, operating repairing, constructing, improving, insuring and securing the Senior Center grounds, facility and related personal property, including but not limited to, paying for the copier lease payments and providing and paying for all utility costs for the Senior Center, except as specifically provided in paragraph (v) of **Section 1.1** (of this Agreement); and

c. City programs and activities not otherwise within the scope of this Agreement.

**1.5 Required Hours Per Day.** FSA shall operate the Senior Center Monday through Friday, except on City Holidays, from 9:00 a.m. to 4:00 p.m. In addition, FSA shall conduct one evening or weekend event each month. In addition, and as provided in the separate lease agreement between the City and FSA, FSA is entitled to use the Senior Center kitchen Monday through Friday only from 6:00 a.m. to 2:00 p.m. for a daily congregate meal program. FSA shall provide daily janitorial services for its use of the kitchen.

**1.6 Compliance with Law.** Each party shall perform their respective obligations hereunder in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

**1.7 Licenses, Permits, Fees and Assessments.** FSA shall obtain at its sole cost and expense business licenses.

**1.8 Condition and Safety of Senior Center.** Should FSA discover any dangerous condition at the Senior Center, whether latent or previously unknown, which shall or will materially affect the performance of the FSA Services hereunder, FSA shall immediately inform the City of such fact and shall not proceed except at FSA's risk until written instructions are received from the City Manager. Nothing herein shall render FSA liable to any person for the condition of the Senior Center or responsible for inspecting, maintaining, constructing, or

repairing the Senior Center or any portion thereof nor shall this provision limit the obligation of City to safely own and operate the Senior Center.

**1.9 Care of Property.** FSA shall be responsible for damage to persons or property at the Center directly and exclusively caused by the gross negligence or intentional misconduct of FSA's personnel while performing FSA Services at the Senior Center, excluding such losses or damages as may be caused by the negligence, of City as more fully provided for in **Section 5.2**.

**1.10 Further Responsibilities and Further Acts of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

**1.11 Additional Services.** Any change in the scope of FSA Services or the contract rate under this Agreement shall require the approval of the City and FSA.

**1.12 City use of Senior Center.**

a. City reserves the right to use or license the use of the Senior Center outside the hours of the Senior Center Program operations as designated in paragraph (b) of **Section 1.1**.

b. FSA acknowledges that nothing in this Agreement precludes the City from setting-up, conducting, or breaking down set-ups for City staff, City Commission, City Committee, City Council, and City community meetings and City events in the Senior Center on such times as required by the City.

**2. COMPENSATION AND EXPENSES**

**2.1 Contract Rate and Expenses.** For all FSA Services rendered pursuant to this Agreement, FSA shall be compensated on a month-to-month basis, at a rate of Five Thousand Dollars (\$5,000.00) per month based upon actual verified expenses, not to exceed Sixty Thousand Dollars (\$60,000) per fiscal year (July through June), as adjusted for inflation as provided in **Section 2.4**, without any offset or deduction by City for amounts paid to FSA from operations or other sources. Any additional compensation for FSA or expenses of FSA sought to be paid by City related to the FSA services or activities under this Agreement shall be subject to the prior written approval of the City Manager or his designee. FSA shall not be paid for the time or mileage expense of FSA employees or contractors in transporting themselves to or from the Center from their place of employment or residence, or any additional overhead administrative services of FSA not otherwise included in the compensation amount specified herein. In addition to the compensation, FSA shall be entitled to on-site facilities at the Senior Center provided by City, sufficient, in City's opinion, for the Center Manager to personally perform FSA Services, including administrative and meeting work space, telephone, office equipment, office supplies and qualified clerical support for City operations of the Senior Center.

## **2.2 Revenue from Outside Sources, Rentals, Operations and Fundraising.**

a. All revenue from the rental of the Senior Center to third parties pursuant to paragraph (a) of Section 1.12 shall be retained by City, and if received by FSA, shall be forwarded to City within ten (10) days of receipt by FSA. Except for revenue from the rentals of the Senior Center arranged by the City pursuant to paragraph (a) of Section 1.12, all revenue received by FSA derived from grants, operations and fundraising activities for the Senior Center (except for revenue from the rental of the Senior Center) or from programs operated at the Senior Center shall be retained by the FSA, and if received by City, shall be forwarded to FSA within ten (10) days of receipt by City. Nothing contained herein shall require either City or FSA to forward any other grants or revenue to the other derived from any other source whatsoever.

b. The compensation to FSA under **Section 2.1** shall not be offset and reduced by: (i) the amount of any revenue from outside sources, including donations or grants received by FSA from third parties, entities or individuals, for the operation of the Senior Center or its programs; and (ii) revenues from rentals, operations and fundraising activities for the operation of the Senior Center or its Programs obtained by FSA or City under this **Section 2.2**.

**2.3 Method of Payment.** FSA shall submit to the City a monthly invoice for FSA Services rendered based on a log of services provided by FSA. City shall pay FSA for all services provided under this Agreement in a timely manner, but not later than forty-five (45) days of the City's receipt of the invoice.

**2.4 Annual Adjustment in Compensation.** Commencing with the second and third years of this Agreement, the \$60,000 compensation payable to FSA pursuant to Section 2.1 above will be adjusted upward by the same percentage, if any, provided by City to City employees when such increase takes effect and for the same period of time as provided by that increase.

## **3. COMMENCEMENT OF PERFORMANCE AND TERM OF AGREEMENT**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.2 Commencement and Standards of Performance.** FSA shall commence providing the FSA Services pursuant to this Agreement on July 1, 2008. FSA shall diligently conduct its FSA Services in an efficient and professional manner in order to accomplish the scope of work.

**3.3 Term.** Unless earlier terminated in accordance with **Section 7.4** of this Agreement, this Agreement shall continue in full force and effect from the commencement date of July 1, 2008 for three (3) years or until terminated by either party on thirty (30) days advanced written notice by either party without cause. The requirement for thirty (30) days written notice prior to termination may be waived by either party and a longer or shorter notice period may be mutually agreed to by the parties as part of the termination.

#### 4. PERSONNEL

**4.1 Independent Contractor.** FSA shall be Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which FSA, its agents or employees, perform FSA Services required herein, except as otherwise specifically set forth herein. City shall have no voice in the selection, discharge, supervision or control of FSA's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service except as provided in **Section 4.2**. FSA shall supervise the day-to-day performance of all of its employees and contractors, including but not limited to the Center Manager and shall handle complaints and discipline related to the performance and conduct of all such persons.

**4.2 Temporary Retention of Senior Services Office Specialist I.** FSA shall offer an employment position with FSA to the City's current Senior Services Office Specialist I with the following terms:

- a. The hours of employment shall be for a minimum of 20 hours per week;
- b. The minimum term of employment shall be for three (3) months;
- c. The hourly rate of pay shall not be less than ten dollars (\$10) per hour;
- d. The jobsite of the Senior Services Office Specialist I shall be the Senior

Center.

If the person currently serving in the Senior Services Office Specialist I position with the City accepts the position, that person shall be employed by FSA as an employee or independent contractor in accordance with the terms provided in this **Section 4.2**.

**4.3 No Partnership.** This Agreement shall not be interpreted or construed as the creation of any partnership, joint venture or joint enterprise between FSA and the City.

**4.4 Duties and Designation of Center Manager.** The Center Manager shall be a qualified individual retained, assigned and designated by FSA, whether as an employee or independent contractor of FSA. Other than administrative roles reserved to FSA's Contract Administrator, the Center Manager shall have the responsibility, on behalf of FSA, for direct provision of FSA Services under this Agreement on site at the Senior Center together with such off-site activities as are incidental thereto. FSA hereby designates the following person to serve as the Center Manager under this Agreement:

Kathy Knox, designated Center Manager

The City consents to the foregoing designation by FSA.

FSA shall not substitute the person providing services as the designated Center Manager except with the consent of the City Manager. If, at any time City notifies FSA's Contract Manager of dissatisfaction with the performance of FSA Services, and/or, for any reason, FSA determines the Center Manager should be replaced or a substitute employee or contractor should

be put into place, without limiting any other rights of the parties herein, including the right to terminate this Agreement, the parties shall reasonably cooperate to designate and approve any additional or substitute persons responsible for providing FSA Services.

**4.5 FSA's Contract Administrator.** The following principal of FSA is hereby designated by FSA as the Contract Administrator for this Agreement:

Dom Betro, Executive Director of FSA

City shall notify FSA's Contract Manager of any City concerns regarding the sufficiency of performance of any FSA Services, including but not limited to, those provided through the Center Manager. The Contract Administrator shall be the designated agent for the named party, responsible for management of FSA's rights and obligations under this Agreement, including but not limited to, the person authorized to accept delivery of all legal notices, invoices, required reports, making modifications to this Agreement, granting required approvals and consents, and resolving disputes regarding payment and performance for and on behalf of FSA.

**4.6 City Manager Authority and Annual Review of Agreement.**

a. The City Manager, or his designee as identified in writing to FSA, shall be the City's contact person and authorized representative for this Agreement. Unless otherwise specified herein, any approval of the City required hereunder shall mean the approval of the City Manager. The City Manager shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

b. The parties acknowledge and agree that, for City purposes, City Manager may report annually or at any other time to the City Council regarding FSA's compliance with and performance under this Agreement. FSA shall be entitled to a copy of such report and advance notice of when such report will be considered by the City Council along with notice of any actions taken by City pursuant to such review. Failure of the City Manager to submit such reports to the City Council, or of the City Council to conduct such reviews, shall not constitute a waiver of any obligations of FSA, or any rights and remedies of City under this Agreement.

**4.7 Prohibition Against Assignment.** No party will voluntarily or involuntarily assign or convey this Agreement except with the consent of the other party, which consent will not be unreasonably withheld. In the event of any such unapproved transfer, including any bankruptcy proceeding, such assignment or conveyance shall be void. No transfer shall release the transferring party or any surety of the transferring party of any liability hereunder without the express consent of the other party. Nothing herein shall preclude any party hereto from performing that party's obligations through such party's employees, agents or independent contractors in such party's sole discretion.

**5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance.** FSA shall procure and maintain, at its sole cost and expense, in the following form or other form and content satisfactory to, and reviewed and approved by City prior to execution of this Agreement, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

**a. Comprehensive General Liability Insurance.** Prior to the commencement of any services hereunder, FSA shall provide a certificate of insurance with original endorsements, as per City requirements, of the following insurance: Commercial General Liability Insurance covering third party liability risks, including contractual liability, in a minimum amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and annual aggregate for bodily injury, personal injury and property damage. The City shall be named as an additional insured on the policy.

**b. Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as shall fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both FSA and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the FSA in the course of carrying out the work or services contemplated in this Agreement.

**c. Automotive/Vehicle Insurance.** A policy of comprehensive automobile/vehicle liability (including owned, non-owned, leased, and hired autos/vehicles) insurance written on a per occurrence basis in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) single limit, per occurrence, for bodily injury and property damage.

**d. Additional Provisions.** All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insured's. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, official employees, agents, representatives, and designated volunteers, and their respective insurers. All of said policies of insurance shall be endorsed to provide that said insurance may not be cancelled without providing thirty (30) days prior written notice by certified or registered mail to the City, except for nonpayment of premiums for which such notice shall be ten (10) days;

FSA shall include any subcontracting contractors as insured under its policies, or FSA shall furnish separate certificates and endorsements for each subcontractor. All coverage for such sub-contractors shall be subject to the requirements stated herein.

## **5.2 Indemnifications.**

**a. By FSA.** FSA shall defend and indemnify City, its officers, agents and employees against, and shall hold and save them and each of them harmless from, any all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of the negligent performance of FSA Services or the failure of FSA to perform any term, provision, covenant or condition of this Agreement.

**b. By City.** City shall defend and indemnify FSA, its officers, directors, agents, contractors and employees, including but not limited to the Center Manager, against, and shall hold and save them and each of them harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or

entity arising out of the negligence of City, its officers, agents and employees or the failure of City to perform any term, provision, covenant or condition of this Agreement.

**c. Definitions.** As used in this Agreement, the terms below have the following meanings:

- (i) **“Injured Party”** means the party claiming indemnification;
- (ii) **“Indemnifying Party”** means the party against whom claims are asserted; and
- (iii) **“Claims”** means any claims for indemnification.

**d. Method of Asserting Claims.** All Claims for indemnification by Injured Party shall be resolved as follows:

(i) If any Claim is asserted against or sought to be collected from Injured Party by a third party, Injured Party shall promptly notify Indemnifying Party of the Claim in writing, in reasonable detail (the **“Claim Notice”**). Indemnifying Party’s obligation to indemnify Injured Party is not conditioned on Injured Party’s giving the Claim Notice unless the failure to give the Claim Notice prejudiced Indemnifying Party in its defense of the Claim; and

(ii) Indemnifying Party shall have fifteen (15) calendar days after the mailing of the Claim Notice (the **“Notice Period”**) to notify Injured Party (i) whether Indemnifying Party disputes its liability to Injured Party with respect to the Claim; and (ii) whether the Claim has been tendered to an insurer, or whether Indemnifying Party desires, at its sole cost and expense, to defend Injured Party against the Claim. During the Notice Period, Injured Party may not file any response or take any action prejudicial to Indemnifying Party.

(iii) If Indemnifying Party notifies Injured Party within the Notice Period that the Claim will be defended by an insurer, or that Injured Party desires to defend Injured Party against the Claim, Indemnifying Party shall have the right to defend the Claim by all appropriate proceedings. Injured Party may, at Injured Party’s sole expense and cost, retain separate counsel to monitor or participate in, but not control, any defense or settlement. Injured Party shall, at Injured Party’s expense unless expressly covered herein, cooperate with Indemnifying Party and its counsel in defending against the Claim. No Claim may be settled without Indemnifying Party’s consent, which will not be unreasonably withheld or delayed.

(iv) If the insurer or Indemnifying Party fails to defend or indemnify Injured Party after Injured Party gives the Claim Notice, Injured Party shall have the right, but not the obligation, in addition to all other rights that Injured Party may have, to undertake the defense of, or to compromise or settle, the Claim for the account of and at the risk of Indemnifying Party.

**5.3 Claim Reduction.** Any claim for indemnification for any Losses under this Section 5 shall be reduced by any amount that Indemnitee: (i) receives from any insurance policy regarding such Losses; and further (ii) by the amount by which the Indemnitee is held liable to the Indemnifying Party.

Upon conclusion of the litigation and final order of the court, Indemnifying Party shall reimburse Injured Party for its reasonable attorney fees, accounting fees, expert witness fees, costs, and expenses (excluding Injured Party's fees, costs, and expenses incurred by monitoring, participating in, or cooperating with any action, compromise, or settlement) within thirty (30) calendar days after Indemnifying Party's receipt of a statement of such fees, costs, and expenses. If the Claim cannot be defended solely by Injured Party, Indemnifying Party shall provide at no cost or expense to Injured Party all information and assistance that Injured Party may reasonably request.

## **6. RECORDS AND REPORTS**

**6.1 Reports.** FSA shall periodically prepare and submit to the City Manager such reports concerning the performance of the FSA Services and as reasonably required by the City Manager.

**6.2 Records.** FSA shall keep such books and records as shall be necessary to perform the FSA Services and enable the City Manager to evaluate the performance of such services. The City Manager, on behalf of the City, shall have access to such books and records at all times during normal business hours of the City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained by the City at the Senior Center for a period of three (3) years following completion of the services hereunder, and the City and FSA shall each have access to such records in the event any audit is required. Nothing contained herein shall permit the City to inspect FSA records that do not directly relate to FSA Services provided on site at the Senior Center, confidential employee records and contracts of FSA, or medical records (including health screening results and medical test results), mental health records or other documents collected or retained by FSA for which disclosure to City would violate state or federal law.

**6.3 Ownership of Documents.** Except as otherwise provided in this Section 6.3, all final reports and records prepared by or on behalf of FSA in the performance of FSA Services, including but not limited to any training manuals prepared by FSA for purposes of operating the Senior Center, shall be the property of the City and shall be delivered to the City upon request of the City Manager or upon the termination of this Agreement, and FSA shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership of the documents and materials hereunder. FSA shall have an unrestricted right to use the concepts embodied therein and to make copies of the documents at its own cost. Nothing contained herein shall require FSA to deliver to the City copies of internal records of FSA that are unrelated to operations of the Senior Center or to convey to City any intellectual property rights in records or materials not developed or prepared in the performance of this Agreement.

## **7. ENFORCEMENT OF AGREEMENT**

**7.1 California Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of

California, or any other appropriate court in such county, and FSA covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on FSA shall be made in any manner permitted by law.

**7.2 Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**7.3 Termination.** FSA shall be entitled to compensation for all FSA Services rendered prior to the effective date of the termination, including service hours and reimbursements.

**7.4 Termination for Default.** This Agreement may be terminated for cause by either party upon default by the other and failure to cure such default within a reasonable period thereafter after notice of the default is given.

**7.5 Attorneys' Fees.** If any legal proceeding is necessary to enforce or interpret the terms of this Agreement, or to recover damages for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, as well as costs and disbursements (including expert witness fees), in addition to any other relief to which the prevailing party may be entitled. Notwithstanding the foregoing, nothing in this **Section 7.5** is intended to be additional coverage for the management of matters which are insured, defended, or indemnified against in other provisions of this Agreement.

## **8. CITY OFFICERS AND EMPLOYEES, NON-DISCRIMINATION**

**8.1 Conflict of Interest.** No officer, official, employee, agent, representative, or volunteer of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. FSA warrants that it has not paid or given and shall not pay or give any officer, official or employee of the City any money or other consideration for obtaining this Agreement.

**8.2 Covenant Against Discrimination.** FSA covenants, by and for itself, its successors, assigns, and all persons claiming under or through them, that in the course of performing FSA Services hereunder, FSA shall not engage in discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin or ancestry in the performance of this Agreement and shall comply with all applicable federal and state anti-discrimination laws.

## 9. MISCELLANEOUS PROVISIONS

**9.1 Notice.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be: (i) delivered by United States mail, prepaid, certified, return receipt requested, or (ii) delivered by a reputable document delivery service that provides a receipt showing date and time of delivery. Notices delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

Notices shall be delivered to the City at the following address:

City of Calimesa  
Attention: City Manager  
908 Park Avenue  
Calimesa, California 92320

Notices shall be delivered to FSA at the following address:

Family Service Association of Western Riverside County  
Attention: Dom Betro President/CEO  
21250 Box Springs Road, Suite 212  
Moreno Valley, California 92557

Either party may change the address for receipt of notices to that party by written notice delivered in compliance with this Section.

**9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**9.3 Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, regarding the matters addressed herein, including, but not limited to, the Interim Center Manager Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing

Notwithstanding the preceding portion of this section, nothing contained in this Agreement shall invalidate, terminate, amend, modify or extend the existing lease between the City and FSA dated September 18, 2006, relating to the operation of the FSA's nutrition program at the Senior Center.

**9.4 Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to

carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.5 Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that: (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

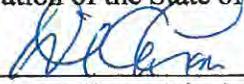
IN WITNESS WHEREOF, the City and FSA have executed this Agreement the day and year first above written.

ATTEST:

By:   
Deputy City Clerk

“City”

THE CITY OF CALIMESA, a municipal corporation of the State of California

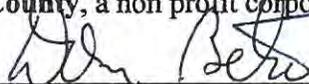
By:   
Dave Lane, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Kevin G. Ennis  
City Attorney

“FSA”

Family Service Association of Western Riverside County, a non profit corporation

By:   
Dom Betro, President/CEO

APPROVED AS TO FORM:

\_\_\_\_\_  
Catherine E. S. Irwin  
FSA Attorney

carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.5 Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that: (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the City and FSA have executed this Agreement the day and year first above written.

ATTEST:

“City”

By: \_\_\_\_\_  
City Clerk

**THE CITY OF CALIMESA**, a municipal corporation of the State of California

By: \_\_\_\_\_  
Dave Lane, City Manager

APPROVED AS TO FORM:

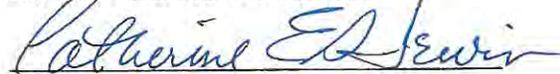
  
Kevin G. Ennis  
City Attorney

“FSA”

**Family Service Association of Western Riverside County**, a non profit corporation

By: \_\_\_\_\_  
Dom Betro, President/CEO

APPROVED AS TO FORM:

  
Catherine E. S. Irwin  
FSA Attorney

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE  
CITY OF CALIMESA AND FAMILY SERVICE  
ASSOCIATION TO PROVIDE SENIOR SERVICES AT THE  
NORTON YOUNGLOVE MULTIPURPOSE SENIOR  
CENTER**

This First Amendment (herein "First Amendment") is entered into this <sup>20<sup>th</sup></sup> day of <sup>December</sup> 2010 and is an amendment to that certain Agreement (herein "Agreement") that was made and entered into on July 1, 2008 by and between the City of Calimesa, a California municipal corporation (herein "City") and Family Service Association of Western Riverside County, a non-profit corporation (herein "FSA") to provide senior programs and services for the City at the Norton Younglove Multipurpose Senior Center (herein "Senior Center").

**RECITALS**

WHEREAS, City owns and operates the Senior Center;

WHEREAS, FSA is a California public benefit corporation with operations in the County of Riverside, California including, but not limited to, the City of Calimesa, California, exempt under Section 501 (c)(3) of the Internal Revenue Code and organized and operated to provide social services to families and population segments with special needs, including but not limited to, services for senior citizens;

WHEREAS, FSA is experienced in planning and developing programs for seniors and related resources at senior service centers and, for its own account, provides senior service programs at multiple locations through its service area;

WHEREAS, FSA currently leases a portion of the Senior Center from the City, pursuant to a lease dated September 18, 2006, and under which FSA provides a senior nutrition program at the Senior Center;

WHEREAS, on September 4, 2007, City and FSA entered into an agreement by which FSA would provide Interim Center Manager Services for the City at the Senior Center (the "Interim Center Manager Agreement");

WHEREAS, on July 1, 2008, the City and FSA entered into a new agreement to retain FSA for a three-year term, terminable upon 30-days advance notice, by which FSA provides City services to facilitate coordinated, responsive and expanded services to seniors available at and through the Senior Center in compliance with applicable law, as described herein; and

WHEREAS, the parties now desire to amend the Agreement to provide for changes in: (i) hours of operation of the Senior Center; (ii) use or rental by third parties; (iii) recipient of revenues from rentals; and (iv) compensation to FSA.

NOW, THEREFORE, the parties agree as follows:

Section 1. Subparagraph (b) of Subsection 1.1 (Scope of Services) of Section 1 (Services to be Provided by FSA) of the Agreement is hereby amended to read as follows:

**“b.** Operate the Senior Center Mondays through Thursdays from 9:00 a.m. to 4:00 p.m., and Fridays from 9:00 a.m. to 1:00 p.m., except on City Holidays. In addition, FSA shall conduct one evening or weekend event each month.”

Section 2. Subsection 1.5 (Required Hours Per Day) of Section 1 (Services to be Provided by FSA) is hereby amended to read as follows:

**“1.5 Required Hours Per Day.** FSA shall operate the Senior Center Mondays through Thursdays, from 9:00 a.m. to 4:00 p.m., and Fridays from 9:00 a.m. to 1:00 p.m., except on City Holidays. In addition, FSA shall conduct one evening or weekend event each month. In addition, and as provided in the separate lease agreement between the City and FSA, FSA is entitled to use the Senior Center kitchen Mondays through Fridays only from 6:00 a.m. to 2:00 p.m. for a daily congregate meal program. FSA shall provide daily janitorial services for its use of the kitchen.”

Section 3. A new subsection 1.13 is hereby added to Section 1 (Services to be Provided by FSA) to read as follows:

**“1.13 Use or Rental of Senior Center by Third Parties.** City and FSA each have the ability to allow short-term use and rental of the Senior Center by private individuals and nonprofit organizations for events, activities and purposes not inconsistent with FSA’s operation of the Senior Center and not inconsistent with the governmental ownership and use of the Senior Center. If FSA proposes to allow a third party to use or rent the Senior Center or any portion thereof, such rental arrangement shall be subject to prior review and approval by the City Manager or his designee.”

Section 4. Subsection 2.1. (Contract Rate and Expenses) of Section 2 (Compensation and Expenses) is amended to read as follows:

**“2.1 Contract Rate and Expenses.** For all FSA Services rendered pursuant to this Agreement, commencing on July 1, 2009, FSA shall be compensated on a month-to-month basis, at a rate of Five Thousand Eight Hundred Thirty Three Dollars and Thirty Three Cents (\$5,833.33) per month, based upon actual verified expenses, not to exceed Seventy Thousand Dollars (\$70,000) per fiscal year (July through June), as adjusted for inflation as provided in **Section 2.4**, without any offset or deduction by City for amounts paid to FSA from operations or other sources. Any additional compensation for FSA or expenses of FSA sought to be paid by City related to the FSA services or activities under this Agreement shall be subject to the prior written approval of the City Manager or his designee. FSA shall not be paid for the time or mileage expense of FSA employees or contractors in transporting themselves to or from the Center from their place of employment or residence, or any additional overhead administrative services of FSA not otherwise included in the compensation amount specified herein. In addition to the compensation, FSA shall be entitled to on-site facilities at the Senior Center provided by City, sufficient, in City’s opinion, for the Center Manager to personally perform

FSA Services, including administrative and meeting work space, telephone, office equipment, office supplies and qualified clerical support for City operations of the Senior Center.”

Section 5. Paragraph (a) of Subsection 2.2. (Revenue from Outside Sources, Rentals, Operations and Fundraising) of Section 2 (Compensation and Expenses) is amended to read as follows:

“a. All revenue from FSA’s rental of the Senior Center to third parties pursuant to Section 1.13 shall be retained by FSA, and if received by City, shall be forwarded to FSA within ten (10) days of receipt by City. All revenue from City’s rental of the Senior Center to third parties pursuant to paragraph (a) of Section 1.12 or Section 1.13 shall be forwarded by City to FSA. All revenue received by FSA derived from grants, operations and fundraising activities for the Senior Center or from programs operated at the Senior Center shall be retained by FSA, and if received by City, shall be forwarded to FSA within ten (10) days of receipt by City. Nothing contained herein shall require either City or FSA to forward any other grants or revenue to the other derived from any other source whatsoever.”

Section 6. Subsection 2.4. (Annual Adjustment in Compensation) of Section 2 (Compensation and Expenses) is amended to read as follows:

“2.4 **Annual Adjustment in Compensation.** Commencing with the third year of this Agreement, the \$70,000 compensation payable to FSA pursuant to Section 2.1 above will be adjusted upward by the same percentage, if any, provided by City to City employees when such increase takes effect and for the same period of time as provided by that increase.”

Section 7. Except as otherwise amended in this Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and FSA have executed this Amendment to the Agreement the day and year first above written.

ATTEST:

By:   
City Clerk

“City”

THE CITY OF CALIMESA, a municipal corporation of the State of California

By: , Mayor

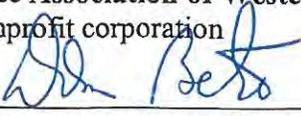
APPROVED AS TO FORM:

  
Kevin G. Ennis  
City Attorney

“FSA”

**Family Service Association of Western Riverside  
County, a nonprofit corporation**

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

  
Dom Betro, President/CEO

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF CALIMESA AND FAMILY SERVICE  
ASSOCIATION TO PROVIDE SENIOR SERVICES AT THE  
NORTON YOUNGLOVE MULTIPURPOSE SENIOR  
CENTER**

This Second Amendment (herein "Second Amendment") is entered into this 20<sup>th</sup> day of June 2011 and is an amendment to that certain Agreement (herein "Agreement") that was made and entered into on July 1, 2008 by and between the City of Calimesa, a California municipal corporation (herein "City") and Family Service Association of Western Riverside County, a non-profit corporation (herein "FSA") to provide senior programs and services for the City at the Norton Younglove Multipurpose Senior Center (herein "Senior Center").

**RECITALS**

WHEREAS, City owns and operates the Senior Center;

WHEREAS, FSA is a California public benefit corporation with operations in the County of Riverside, California including, but not limited to, the City of Calimesa, California, exempt under Section 501 (c)(3) of the Internal Revenue Code and organized and operated to provide social services to families and population segments with special needs, including but not limited to, services for senior citizens;

WHEREAS, FSA is experienced in planning and developing programs for seniors and related resources at senior service centers and, for its own account, provides senior service programs at multiple locations through its service area;

WHEREAS, FSA currently leases a portion of the Senior Center from the City, pursuant to a lease dated September 18, 2006, and under which FSA provides a senior nutrition program at the Senior Center;

WHEREAS, on September 4, 2007, City and FSA entered into an agreement by which FSA would provide Interim Center Manager Services for the City at the Senior Center (the "Interim Center Manager Agreement");

WHEREAS, on July 1, 2008, the City and FSA entered into a new agreement to retain FSA for a three-year term, terminable upon 30-days advance notice, by which FSA provides City services to facilitate coordinated, responsive and expanded services to seniors available at and through the Senior Center in compliance with applicable law, as described herein;

WHEREAS, on December 20, 2010, the City and FSA approved a First Amendment to the Agreement, which amendment provided for changes in: (i) hours of operation of the Senior Center; (ii) use or rental by third parties; (iii) recipient of revenues from rentals; and (iv) compensation to FSA;

WHEREAS, the parties now desire to further amend the Agreement to extend the term of the Agreement for five (5) years and delete obsolete references to certain personnel.

NOW, THEREFORE, the parties agree as follows:

Section 1. Subsection 3.3 (Term) of Section 3 (Commencement of Performance and Term of Agreement) is hereby amended to read as follows:

“3.3 Term. Unless earlier terminated in accordance with Section 7.4 of the Agreement, this Agreement commenced on July 1, 2008, for a three-year term and thereafter was extended for five (5) additional years, commencing on July 1, 2011. This Agreement shall remain in full force and effect until July 1, 2016, or until terminated by either party on thirty (30) days advanced written notice by either party without cause. The requirement for (30) days written notice prior to termination may be waived by either party, and a longer or shorter notice period may be mutually agreed to by the parties as part of the termination.

Section 2. Subsection 4.2 (Temporary Retention of Senior Services Office Specialist I) of Section 4 (Personnel) is hereby deleted in its entirety.

Section 3. Except as otherwise amended in this Amendment, the remaining provisions of the Agreement, as amended by the First Amendment to the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the City and FSA have executed this Second Amendment to the Agreement the day and year first above written.

ATTEST:

By:   
Darlene Gerdes, City Clerk

“City”

**THE CITY OF CALIMESA**, a municipal corporation of the State of California

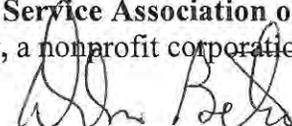
By:   
Ella Zanowic, Mayor

APPROVED AS TO FORM:

  
Kevin G. Ennis  
City Attorney

“FSA”

**Family Service Association of Western Riverside County**, a nonprofit corporation

By:   
Dom Betro, President/CEO