



REGULAR MEETING AGENDA OF THE JURUPA VALLEY CITY COUNCIL

Thursday, July 2, 2020

Regular Session: 7:00 p.m.

City Council Chamber

8930 Limonite Avenue, Jurupa Valley, CA 92509

Special Notice

In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20, this meeting will be closed to the public. You may watch the live webcast at this link: <https://www.jurupavalley.org/422/Meeting-Videos> Public email comments may be submitted to the City Clerk at CityClerk@jurupavalley.org Members of the public are encouraged to submit email comments prior to 6:00 p.m. Thursday but email comments must be submitted prior to the item being called by the Mayor. The City Clerk shall announce all email comments, provided that the reading shall not exceed three (3) minutes, or such other time as the Council may provide, because this is the time limit for speakers at a Council Meeting. Comments on Agenda items during the Council Meeting can only be submitted to the City Clerk by email. The City cannot accept comments on Agenda items during the Council Meeting on Facebook, social media or by text.

1. 7:00 PM - CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PRESENTATIONS

6. PUBLIC APPEARANCE/COMMENTS

Public comments may be submitted to the City Clerk at CityClerk@jurupavalley.org. Email comments on matters that are not on the Agenda and email comments for matters on the Consent Calendar must be submitted prior to the time the Mayor calls the item for Public Comments. Members of the public are encouraged to submit comments prior to 6:00 p.m. Thursday. The City Clerk shall announce all email comments, provided that the reading shall not exceed three (3) minutes, or such other time as the Council may provide, because this is the time limit for speakers at a Council Meeting. The email comments submitted shall become part of the record of the Council Meeting. Government Code Section 54954.2 prohibits the City Council from taking action on a specific item until it appears on an agenda.

7. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS

A. MAYOR ANTHONY KELLY, JR.

- 1. UPDATE ON THE RIVERSIDE TRANSIT AGENCY MEETING OF JULY 1, 2020**

B. COUNCIL MEMBER MICHEAL GOODLAND

- 1. UPDATE ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS – FUTURE FORWARD WEBINAR ON JUNE 25, 2020**

8. CITY MANAGER'S UPDATE

9. APPROVAL OF MINUTES

A. JUNE 18, 2020 REGULAR MEETING

B. JUNE 18, 2020 SPECIAL MEETING

10. CONSENT CALENDAR (COMMENTS ON CONSENT AGENDA TAKEN HERE)

(All matters on the Consent Calendar are to be approved in one motion unless a Councilmember requests a separate action on a specific item on the Consent Calendar. If an item is removed from the Consent Calendar, it will be discussed individually and acted upon separately.)

A. COUNCIL APPROVAL OF A MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS INCLUDED IN THE AGENDA

Requested Action: That the City Council waive the reading of the text of all ordinances and resolutions included in the agenda.

B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF \$881,348.75

Requested Action: That the City Council ratify the check registers dated June 11 and 17, 2020 as well as the payroll register dated June 13, 2020.

C. ORDINANCE NO. 2020-08

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2020-08, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY 2.42 ACRES OF A 9.64-ACRE REAL PROPERTY LOCATED AT THE NORTHEAST CORNER OF CANTU GALLEANO RANCH ROAD AND PIER ENTERPRISES WAY (APN: 106-040-044) FROM INDUSTRIAL PARK (I-P) ZONE TO GENERAL COMMERCIAL (C-1/C-P) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA

D. ADOPTION OF RESOLUTIONS REGARDING THE ANNEXATION OF ZONE S (VERNOLA MARKETPLACE APARTMENT COMMUNITY) TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED ("CITY OF JURUPA VALLEY L&LMD 89-1-C"), LOCATED AT THE NORTHWEST CORNER OF PATS RANCH ROAD AND 68TH STREET

1. Requested Action: That the City Council adopt Resolution No. 2020-49, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89- 1-CONSOLIDATED AS ZONE S AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2021-2022 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15

**OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND
ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION**

2. That the City Council adopt Resolution No. 2020-50, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THE REPORT OF THE ENGINEER REGARDING THE PROPOSED ANNEXATION OF TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE S AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1- CONSOLIDATED FOR FISCAL YEAR 2021-22

3. That the City Council adopt Resolution No. 2020-51, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1- CONSOLIDATED AS ZONE S AND TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2021-2022 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSITTUTION AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS

E. LOCAL ECONOMIC ASSISTANCE PROGRAM (LEAP) POLICIES AND PROCEDURES AND CITY MANAGER AUTHORIZATION TO ENTER INTO LEAP GRANT AGREEMENTS

1. Requested Action: That the City Council receive and file a report from City Staff and GRC Associates, Inc. outlining the Local Economic Assistance Program Policies & Procedures; and
2. That the City Council adopt Resolution No. 2020-52, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE LOCAL ECONOMIC ASSISTANCE PROGRAM GRANT AGREEMENTS

F. CDBG-CV PUBLIC SERVICE GRANT AGREEMENTS WITH PATH OF LIFE MINISTRIES, INC. AND FAMILY SERVICE ASSOCIATION

1. Requested Action: That the City Council approve the First Amendment to the Agreement by and between the City of Jurupa Valley and Path of Life Ministries, Inc. for Homelessness Services for an amount not to exceed \$255,500.00 and authorize the City Manager to execute the First Amendment in substantially the form and format attached to the staff report as approved by the City Attorney.
2. That the City Council approve the First Amendment to the Agreement by and between the City of Jurupa Valley and Family Service Association for Senior Nutrition Program Services for an amount not to exceed \$25,500.00 and authorize the City Manager to execute the First Amendment in substantially the form and format attached to the staff report as approved by the City Attorney.

11. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

12. PUBLIC HEARINGS

13. COUNCIL BUSINESS

A. COUNCIL CONSIDERATION OF SUBMITTING A BALLOT MEASURE FOR THE VOTERS TO ADOPT NEW REGULATIONS GOVERNING COMMERCIAL CANNABIS ACTIVITIES IN THE CITY, INCLUDING THE SALE, MANUFACTURE, TESTING, AND CULTIVATION OF CANNABIS AND TO INCREASE THE TAX ON COMMERCIAL CANNABIS ACTIVITY IN THE CITY

1. Requested Action: That the City Council continue the discussion of whether to submit a ballot measure to the voters to adopt new regulations governing commercial cannabis businesses in the City and to increase the tax on commercial cannabis activity in the City.
2. Provide direction to Staff as to provisions to be included in the new regulations and tax.

B. APPROVAL OF REVISION TO CITY'S PERSONNEL POLICIES AND PROCEDURES MANUAL AND PROPOSED LIFE INSURANCE FOR CITY EMPLOYEES

1. Requested Action: That the City Council approve a revision to the City's existing Personnel Policies and Procedures Manual to clarify non-exempt overtime pay; and

2. That the City Council approve a Basic Life Insurance Policy for all City Employees in the amount of \$50,000.

C. AGREEMENT BETWEEN CITY OF JURUPA VALLEY AND JURUPA AREA PARKS AND RECREATION DISTRICT TO OPERATE THE EDDIE DEE SMITH SENIOR CENTER

Requested Action: That the City Council approve the Agreement between the City and the Jurupa Area Parks and Recreation District (JARPD) for operation of the Eddie Dee Smith Senior Center.

D. FACILITY USE AGREEMENT BETWEEN FAMILY SERVICE ASSOCIATION AND THE CITY OF JURUPA VALLEY

That the City Council approve the Agreement between the City and Family Service Association for the delivery of food services at the Eddie Dee Smith Senior Center.

14. CITY ATTORNEY'S REPORT

15. COUNCIL MEMBER REPORTS AND COMMENTS

16. ADJOURNMENT

Adjourn to the Regular Meeting of July 16, 2020 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a meeting of the Jurupa Valley City Council or other services, please contact Jurupa Valley City Hall at (951) 332-6464. Notification at least 48 hours prior to the meeting or time when services are needed will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Agendas of public meetings and any other writings distributed to all, or a majority of, Jurupa Valley City Council Members in connection with a matter subject to discussion or consideration at an open meeting of the City Council are public records. If such writing is distributed less than 72 hours prior to a public meeting, the writing will be made available for public inspection at the City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, CA 92509, at the time the writing is distributed to all, or a majority of, Jurupa Valley City Council Members. The City Council may also post the writing on its Internet website at www.jurupavalley.org.

Agendas and Minutes are posted on the City's website at www.jurupavalley.org.

**MINUTES
OF THE REGULAR MEETING
OF THE JURUPA VALLEY CITY COUNCIL
June 18, 2020**

The meeting was held at the Jurupa Valley City Council Chamber, 8930 Limonite Avenue,
Jurupa Valley, CA

1. 5:00 PM - CALL TO ORDER AND ROLL CALL FOR STUDY SESSION

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

Mayor Anthony Kelly called the study session to order at 5:09 p.m. Mayor Pro Tem Lorena Barajas participated via teleconference.

2. STUDY SESSION – COMMERCIAL CANNABIS ACTIVITY

A. PANEL DISCUSSION ON CANNABIS ISSUES LED BY CITY MANAGER ROD BUTLER

City Manager Rod Butler made introductory remarks.

Chief Andrew Salinas, Police Chief of the City of Port Hueneme and Mr. David McPherson, Founder and Principal of the Cannabis Compliance Division at the HdL Companies gave presentations on the current regulatory framework and local tax measures for commercial cannabis in the City of Port Hueneme.

B. COUNCIL CONSIDERATION OF SUBMITTING A BALLOT MEASURE FOR THE VOTERS TO ADOPT NEW REGULATIONS GOVERNING COMMERCIAL CANNABIS ACTIVITIES IN THE CITY, INCLUDING THE SALE, MANUFACTURE, TESTING, AND CULTIVATION OF CANNABIS AND TO INCREASE THE TAX ON COMMERCIAL CANNABIS ACTIVITY IN THE CITY

City Attorney Peter Thorson presented the Staff Report.

Ana Cabral, representing the United Food and Commercial Workers Union, Local 1167, presented a letter addressing the importance of Unions and Labor Peace Agreements in the development and growth of the Cannabis industry.

Jaime Legaspi suggested adding a sales tax that does not exceed 3%. He noted that the cannabis operators already pay 15% to the state, yet very few tax dollars gets

back to the community. He suggested developing a good relationship with the cannabis business owners as they could provide community benefits.

Following discussion, the City Council provided direction to Staff as to provisions to be included in the new regulations and tax.

3. 7:00 PM - CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

Mayor Anthony Kelly called the regular meeting to order at 7:15 p.m.

4. INVOCATION was given by Pastor Jeremy Williams, Grace Fellowship Church.

5. PLEDGE OF ALLEGIANCE was led by Mayor Anthony Kelly, Jr.

6. APPROVAL OF AGENDA

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to approve the Agenda. A roll-call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

7. PRESENTATIONS

A. RECOGNITION TO BATTALION CHIEF RICHARD TOVAR

Mayor Anthony Kelly and members of the City Council presented a Certificate of Recognition to Battalion Chief Richard Tovar in appreciation of his dedicated service to the City of Jurupa Valley. Fire Chief Jeffrey Viek accepted the proclamation on behalf of Battalion Chief Tovar.

B. PROCLAMATION CELEBRATING JUNETEENTH

Mayor Anthony Kelly read aloud a proclamation commemorating June 19, 2020 as the day, 155 years ago, when news of the Emancipation Proclamation reached Galveston, Texas – a full 2 ½ years after it was signed by President Abraham Lincoln. Members of the Council joined Mayor Kelly in commemorating Juneteenth as the official end of slavery in the United States.

8. PUBLIC APPEARANCE/COMMENTS

Carla Rogel asked the Council to invest in schools, public assistance, the homeless population, and programs that help victims of abuse. She stated that police funding should be re-directed because half of the City's money is going to the police when it should be going to the community. She urged the Council to reconsider how much money goes to the police. She stated that by reallocating funds, citizens can build a better foundation for the community, which will be more conducive to growth, love and the well-being of all people.

Joel Malagon commented that if 50% of the solutions are not with the police department, it should not get 50% of the budget.

Jaime Hernandez commented that the City's funds are being drained by the disproportionate amount of funds allocated to police contracts with the Riverside County Sheriff's Department. He stated that he was shocked to learn that the Riverside County Sheriff's Department has been increasing their contracts by more than a \$1 million each year. He encouraged the Council to restructure its financial resources in order to create a healthier Jurupa Valley.

Adrian Macias commented that it is unacceptable that half of the City's budget is going to the Sheriff's Department. She stated that this money should be invested in the community in more school counselors and social workers. She hopes that the majority of residents can see that the Sheriff's Department does not deserve half of the City's budget.

Yajaira Salazar commented that she is a senior at Jurupa Valley High School and she has seen charts that tell her where most of Jurupa Valley's money goes to. She referenced the recent protests about defunding the police and she hopes the Council will relocate some of the police budget into more humane services such as outfitting millions of nurses in personal protective equipment, buying school lunches for kids, paying off student loans, providing unemployed Riverside County residents with stimulus checks and much more.

Joshua Becerra commented that he is adding his voice to those calling out against increasing the Jurupa Valley Police budget. He stated that there is simply no need to increase their existing budget by 7% which already takes 50% of the City's budget. He suggested looking into alternatives that in turn better the community. He stated that society has been indoctrinated with the idea that we solve problems by policing and caging people that many cannot imagine anything other than prisons and the police as solutions to violence and harm.

Dania De Ramon urged the Council to defund the police. She stated that it is crucial that the funds that are currently being allocated towards the police contract be diverted into more important things, such as education, public health, housing, and youth services. She urged the Council to represent the interests and needs of their constituents. She stated that citizens are paying attention to the Council's actions, especially now that so many people are fed up with the institutions that continue to uphold values of white supremacy and invoke racial violence, especially towards the community's black brothers and sisters.

Jamie Nelson encouraged the Council to invest in mental health services especially the youth in the community. Mental health and emotional well-being are vital for a safe and healthy community. There needs to be therapists on every campus full time and social workers on a crisis response team. The youth is the future and education is the key to keep Jurupa Valley Safe and thriving. The Council should divest in the Police Department and invest in the youth.

Betsy Hernandez urged the Council to invest the police budget into schools, kids, and public works projects. The money needs to be redirected to programs that support job and wage growth, fund K-12 educational systems, increase social service programs and housing for victims of domestic violence. The Council should consider that 1.7 million students are in schools with cops but no counselors, 10 million students are in schools with cops but no social workers, 6 million students are in schools with cops but no psychologists, and 3 million students are in schools with cops but no nurses.

Katherine Rosales urged the Council to defund the police and invest in education. When she started high school, they took home economics and mechanics away at Jurupa Valley High. These are basic life skills that she would have loved as an option. She grew up without a father and would have loved to learn how to check and change her oil but these programs were eliminated due to budget cuts. It is unfair that young adults get affected when the City uses money on other resources. She now has a child of her own and would like the schools to improve.

Eric Hidalgo urged the Council to defund the police and invest those funds into other services in the City. He asked the Council to reconsider the need for so many police officers in the City. He urged the Council to use a restorative justice framework to approach the challenges in the City instead of a punitive framework. He provided the names of the cities that have defunded their Police Departments. He provided the names of Black Americans who have died as a result of police brutality.

Dr. Talin Pratt stated that she works at the Jurupa Unified School District as a school psychologist. She asked the Council to demand the systemic changes necessary to create equality among all the City's citizens, specifically for the Black community. She stated that the Police Department's policies target, demean and often wrongfully criminalize members of the Hispanic and Black community. She urged the Council to demand a review of the policies prior to renewal of the contract with the Sheriff's Department.

Pastor Sylvester Wallace commented that racism, racial profiling and social injustice have no place in Jurupa Valley. He provided a list of actions that other agencies are reviewing that include funding community-based projects and solutions to keep youth active and stimulated, reduce the number and use of arrests, foster a noticeable reduction in racial profiling by the Riverside Sheriff's Department, and abandon the use of all chokeholds. He urged the Council to become a national leader and establish important reforms in their law enforcement department.

Rogelio Rodarte asked that the City Council divest from their contract with the Riverside County Sheriff's Department and invest more into programs that will help the residents of

Jurupa Valley. He noted that the City's contract with the police makes up about 50% of the City's budget and he believes it is starving the City of needed development. He stated that reducing the police budget and investing into social programs, such as health and wellness campaigns, and schools will improve the lives of everyone in the City.

Yaire Romero-Moreno commented the City Council should invest more money on the roads and sidewalks in the community and not towards the Police Department. There is a list of things where all that money can go to and be used wisely. These are important problems that need to be addressed for the good of the community. She believes it is unfair that half of the money being funded is going towards the Police Department and not equally distributed to other needs in the community.

Brenda Cisneros asked the City Council to rethink what the current proposed City budget looks like for a future of what it could look like for the community. Rather than spending half of the City's budget, the City should allocate more funding to community resources such as education, public housing, homelessness, and community resources.

Alfredo Cisneros suggested that rather than spending half of the City's budget on the police, the City should allocate more funding to community resources such as education and public housing. He stated that Jurupa Valley is a city with a large minority population. People within these communities are largely targeted by the police and incarcerated in greater rates than their white counterparts. He noted that countless police experts describe how having more police does not lead to less crime. It is how these police are deployed and scheduled that is important. States such as Vermont have the highest level of educational funding and one of the lowest crime rates in the country. The same would apply to City funding. He encouraged the Council to take the initiative to build the community.

Ulysses Fernandez encouraged the Council to invest in public schools and public parks, housing and other social services. He asked why millions of dollars is being spent on the Police Department. He commented that there is no need to be spending this money when the City is underpaying teachers and school staff. He asked that the City Council cut the police budget significantly.

Elizabeth Orozco urged the Council revise the budget proposal to defund the contract with Riverside County Sheriff's Department and redirect that funding into services that prioritize community well-being such as education, housing, and public health. As part of the education system in Jurupa Valley, it is pertinent that these funds are re-directed to the educational system to further sustain the mission of the District.

Brihanna Landeros commented that the percentage of funding for the police is much more than necessary. She believes that this drastically needs to change in order for the City to continue to develop. She believes that the Council should defund the police contract and allocate the money elsewhere and invest in the residents rather than the police. There is no reason for the police budget to be close to 50% of the budget when schools are lacking the funding that could be invested in education, public health, youth programs, housing, and development.

Vanessa Hernandez stated that she has attended and worked in the Jurupa Unified School District her entire life. During this time, she has seen the needs of the School District. Rather than increasing the Police Department budget, she believes that there should be an increase in school funding. This will provide better resources for students to reduce the community's crime rate.

Jesse Rocha asked the Council to reallocate the Police Department budget funds into other areas, such as education, public health, drug abuse counseling, housing, and youth services. He stated that he has experienced first-hand the local education system and he would like to see additional funds to help support the less funded sports and activities. It would also be beneficial for students to have access to more mental health services and youth opportunity centers.

Cassie Roberts stated that she attended local schools and graduated from Jurupa Valley High School. She urged the Council to defund and redirect money from the Riverside Sheriff's Department and invest in the community. She suggested determining which 911 calls require an armed police officer response. Noise complaints, along with countless others, do not require a person with a gun to respond and someone else could be sent to handle the issue. Money could be redistributed to schools, to aid or house the homeless or on healthcare resources and social workers. She urged the Council to spend tax dollars on resources that are proven to help the community unlike law enforcement.

Brandon Gomez commented that it has been brought to his attention that many cities across the country take priority in funding their Police Departments instead of investing in other areas that could use that money. The City of Jurupa Valley is no exception. He suggested that in order to keep the momentum of moving forward, and to show solidarity with the majority of citizens in this city, the Council must redirect the Police Department funding into new areas.

9. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Mayor Kelly welcomed everyone to tonight's Council meeting.

Council Member Chris Barajas suggested that it was time to start opening up Council meetings to the public to allow more participation and in-person comments.

Following discussion, City Manager Rod Butler announced that there will be a "cautious re-opening" of City Hall. As of Monday, City Hall will be open to the public for walk-in visits. Following discussion, there was consensus that City Council meetings shall continue to be closed to the public until early August as the number of COVID-19 virus cases continue to rise in Riverside County.

10. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS

A. MAYOR ANTHONY KELLY

- 1. Mayor Kelly gave an update on the Northwest Mosquito and Vector Control District meeting of June 18, 2020.**

B. MAYOR PRO TEM LORENA BARAJAS

- 1. Mayor Pro Tem Barajas gave an update on the Western Riverside County Regional Conservation Authority special meeting of June 11, 2020.**

C. COUNCIL MEMBER CHRIS BARAJAS

- 1. Council Member Barajas gave an update on the Western Community Energy Joint meeting of the Board of Directors and Technical Advisory committee of June 10, 2020.**

D. COUNCIL MEMBER BRIAN BERKSON

- 1. Council Member Berkson gave an update on the Riverside County Transportation Commission meeting of June 10, 2020.**

11. CITY MANAGER'S UPDATE

City Manager Rod Butler reported on the City's new public counter hours which will expand the development counter hours from 8:00 am to 3:00 pm., Monday through Friday. He reported that the new truck route signs have been approved by Caltrans and have been posted. He expects that enforcement of the truck restrictions will begin in the near term.

12. APPROVAL OF MINUTES

A. MAY 21, 2020 SPECIAL MEETING

B. MAY 28, 2020 SPECIAL MEETING

C. JUNE 4, 2020 REGULAR MEETING

D. JUNE 4, 2020 SPECIAL MEETING

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Lorena Barajas, to approve the Minutes of the May 21, 2020 Special meeting, the May 28, 2020 Special meeting, the June 4, 2020 Regular meeting, and the June 4, 2020 Special meeting. A roll call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

13. CONSENT CALENDAR

A. COUNCIL APPROVAL OF A MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS INCLUDED IN THE AGENDA

Requested Action: That the City Council waive the reading of the text of all ordinances and resolutions included in the agenda.

B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF \$3,937,892.50

Requested Action: That the City Council ratify the check registers dated May 28 and June 4, 2020 as well as the payroll register dated May 30 and 31, 2020.

C. ADOPTION OF A RESOLUTION ESTABLISHING THE FISCAL YEAR 2020-21 APPROPRIATIONS LIMIT

Requested Action: That the City Council adopt Resolution No. 2020-43, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ESTABLISHING AN AMENDED APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2020-21 PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

D. AGREEMENT FOR LOCAL ECONOMIC ASSISTANCE PROGRAM ADMINISTRATION WITH GRC ASSOCIATES, INC.

Requested Action: That the City Council approve the Agreement by and between the City of Jurupa Valley and GRC Associates, Inc. for Local Economic Assistance Program Administrative Services for an amount not to exceed \$50,000.00 and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

E. AGREEMENT WITH FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC. FOR FAIR HOUSING PROGRAM SERVICES

Requested Action: That the City Council approve the Agreement by and between the City of Jurupa Valley and the Fair Housing Council of Riverside County, Inc. for Fair Housing Program Services for an amount not to exceed

\$25,000 annually and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

F. AUTHORIZATION TO APPLY FOR AND RECEIVE LOCAL EARLY ACTION PLANNING GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR FUNDING TO DEVELOP AND IMPLEMENT PLANNING PROGRAMS RELATED TO HOUSING PRODUCTION – REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION

Requested Action: That the City Council adopt Resolution No. 2020-44, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING THE APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

G. APPROVAL OF PARCEL MAP 37062 LOCATED ON THE NORTHWEST CORNER OF LIMONITE AVENUE AND FELSPAR STREET INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (LIMONITE C&C LLC) – REMOVED FROM THE AGENDA FOR FURTHER DISCUSSION

1. Requested Action: That the City Council approve Parcel Map 37062 and accept the dedications as follows:

- a. Accept the real property described as an easement for streets and public utility purposes over all of Lots “A” through “E”, inclusive as shown on Parcel Map 37062.
- b. Release and relinquishment of property rights and vehicular access along Lot “A” through “C” (Limonite Avenue) and Lots “D” and “E” (Felspar Street), the owners of lots 1 through 4, inclusive, abutting these roads and during such time will have no rights of access except the general easement of travel, one (1) 30 foot wide driveway access on Limonite Avenue for Parcel 2, one (1) 40 foot wide driveway access on Limonite Avenue for Parcel 3, one (1) 40 foot wide driveway access on Felspar Street for Parcel 4, and one (1) 40 foot wide driveway access on Felspar Street for shared access to Parcels 1 and 4 as shown on Parcel Map 37062.

2. Authorize the Mayor and City Clerk to sign Parcel Map 37062.

3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Improvement Agreements.
4. Accept the Faithful Performance Bond No. 800016719 in the amount of \$300,000 and Material and Labor Bond No. 800016719 in the amount of \$150,000 from Atlantic Specialty Insurance Company for the construction of Improvements and Subdivision Monumentation Bond as a cash deposit in the amount of \$2,160.

H. APPROVAL OF PARCEL MAP 36977 LOCATED ON THE SOUTHWEST CORNER OF MISSION BOULEVARD AND PYRITE STREET INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (LIMONITE C&C LLC) – REMOVED FROM THE AGENDA FOR FURTHER DISCUSSION

1. Requested Action: That the City Council approve Parcel Map 36977 and accept the dedications as follows:
 - a. Accept the real property dedicated for streets and public utility purposes over all of Lots “A” through “D” inclusive, as shown on Parcel Map 36977.
 - b. Release and relinquishment of property rights and vehicular access along Lots “A” and “B” (Mission Boulevard) and Lots “C” and “D” Pyrite Street), the owners of lots 1 through 3, inclusive, abutting these roads and during such time will have no rights of access except the general easement of travel, one (1) 40 foot wide driveway access on Mission Boulevard for Parcels 1 and 3, one (1) 40 foot wide driveway access on Pyrite Street for Parcel 2 as shown on Parcel Map 36977.
2. Authorize the Mayor and City Clerk to sign Parcel Map 36977.
3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Improvement Agreements.
4. Accept the Performance and Payment Bond No. 602-120170-8 in the amount of \$240,000 from United States Fire Insurance Company for the construction of Improvements and Subdivision Monumentation Bond as a cash deposit in the amount of \$1,080.

I. AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF JURUPA VALLEY FOR FY 2020-2021

Requested Action: That the City Council approve Amendment No. 2 to the Agreement for Professional Services by and between the County of Riverside and the City of Jurupa Valley for Fiscal Year 2020-2021 and authorize the City Manager to execute the amendment in substantially the form attached to the staff report as approved by the City Attorney.

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Lorena Barajas, to approve the Consent Calendar, with the exception of Items No. 13.F, 13.G, and 13.H, which were removed for further discussion. A roll call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

14. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

13.F AUTHORIZATION TO APPLY FOR AND RECEIVE LOCAL EARLY ACTION PLANNING GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR FUNDING TO DEVELOP AND IMPLEMENT PLANNING PROGRAMS RELATED TO HOUSING PRODUCTION

Council Member Micheal Goodland requested that Item No. 13.F be removed from the Consent Calendar for further discussion.

Tamara Campbell, Principal Planner, provided additional information and responded to Council's questions.

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to adopt Resolution No. 2020-44, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING THE APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

A roll call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

G. APPROVAL OF PARCEL MAP 37062 LOCATED ON THE NORTHWEST CORNER OF LIMONITE AVENUE AND FELSPAR STREET INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (LIMONITE C&C LLC)

Council Member Chris Barajas requested that Item 13.G be removed from the Consent Calendar for further discussion. He stated that he was pleased that the developer kept his promise to bring this item back within six months and he looks forward to seeing the start of the new construction.

Discussion followed concerning the proposed construction schedule.

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Lorena Barajas, to approve Parcel Map 37062 and accept the dedications as follows:

- a. Accept the real property described as an easement for streets and public utility purposes over all of Lots “A” through “E”, inclusive as shown on Parcel Map 37062.
 - b. Release and relinquishment of property rights and vehicular access along Lot “A” through “C” (Limonite Avenue) and Lots “D” and “E” (Felspar Street), the owners of lots 1 through 4, inclusive, abutting these roads and during such time will have no rights of access except the general easement of travel, one (1) 30 foot wide driveway access on Limonite Avenue for Parcel 2, one (1) 40 foot wide driveway access on Limonite Avenue for Parcel 3, one (1) 40 foot wide driveway access on Felspar Street for Parcel 4, and one (1) 40 foot wide driveway access on Felspar Street for shared access to Parcels 1 and 4 as shown on Parcel Map 37062.
2. Authorize the Mayor and City Clerk to sign Parcel Map 37062.
3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Improvement Agreements.
4. Accept the Faithful Performance Bond No. 800016719 in the amount of \$300,000 and Material and Labor Bond No. 800016719 in the amount of \$150,000 from Atlantic Specialty Insurance Company for the construction of Improvements and Subdivision Monumentation Bond as a cash deposit in the amount of \$2,160.

A roll call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

H. APPROVAL OF PARCEL MAP 36977 LOCATED ON THE SOUTHWEST CORNER OF MISSION BOULEVARD AND PYRITE STREET INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (LIMONITE C&C LLC)

Council Member Chris Barajas requested that Item 13.H be removed from the Consent Calendar for further discussion. He stated that he was pleased that the developer kept his promise to bring this item back within six months and he looks forward to seeing the start of the new construction.

A motion was made by Council Member Chris Barajas, seconded by Mayor Kelly, to approve Parcel Map 36977 and accept the dedications as follows:

- a. Accept the real property dedicated for streets and public utility purposes over all of Lots “A” through “D” inclusive, as shown on Parcel Map 36977.
 - b. Release and relinquishment of property rights and vehicular access along Lots “A” and “B” (Mission Boulevard) and Lots “C” and “D” Pyrite Street), the owners of lots 1 through 3, inclusive, abutting these roads and during such time will have no rights of access except the general easement of travel, one (1) 40 foot wide driveway access on Mission Boulevard for Parcels 1 and 3, one (1) 40 foot wide driveway access on Pyrite Street for Parcel 2 as shown on Parcel Map 36977.
2. Authorize the Mayor and City Clerk to sign Parcel Map 36977.
3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Improvement Agreements.
4. Accept the Performance and Payment Bond No. 602-120170-8 in the amount of \$240,000 from United States Fire Insurance Company for the construction of Improvements and Subdivision Monumentation Bond as a cash deposit in the amount of \$1,080.

A roll call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

15. PUBLIC HEARING

- A. PUBLIC HEARING TO CONSIDER MASTER APPLICATION (MA) NO. 16113 (GPA19004, CZ16004, CUP19004, PCN19001, SDP19029, & TPM37679) FOR A PROPOSED GASOLINE SERVICE STATION AND CONVENIENCE STORE WITH CONCURRENT BEER AND WINE SALES FOR OFF-SITE CONSUMPTION AND CARWASH AND DRIVE-THRU RESTAURANT LOCATED AT THE NORTHWEST CORNER OF CANTU-GALLEANO RANCH ROAD AND PIER ENTERPRISES WAY (APN: 106-040-044), (APPLICANT: SAM CHEBEIR & PIER ENTERPRISES) (CONTINUED FROM THE MAY 21, 2020 COUNCIL MEETING)**

Mike Fellows, Senior Planner, presented the staff report.

Thomas Merrell, Planning Director summarized the previous concerns expressed by the Council concerning the above-ground fuel tanks. He reported that a representative from the Jurupa Community Services District is available to provide clarity on the District's well site and their concerns that the well should be protected.

Chander Letulle, Director of Engineering & Operations, Jurupa Community Services District, gave an overview of the District's concerns regarding the developer's plans to place an underground fuel tank near one of their water wells which provides a significant source of water for the area. He noted that any type of contamination will likely affect the water quality. He provided an exhibit showing the proximity of the well site to the gas station, noting that they virtually share the same property. He stated that an above-ground fuel tank mitigates most of their concerns and the developer has provided a number of mitigation measures which they are comfortable with.

Further discussion followed regarding the placement of speed bumps at the location.

Mr. Letulle outlined the geology of the area and the location of the well site.

Further discussion followed concerning the staff's recommendation for the placement of the fuel tanks.

Mayor Kelly opened the public hearing and called for any public comments.

Jeremy Krout, EPD Solutions, Inc., (representing the applicant), spoke on behalf of the project. He gave a presentation on the project's fuel tanks and the safety measures they have put in place.

Council Member Chris Barajas stated that he would not support the Conditional Use Permit for the on-site alcohol sales as the area is already oversaturated, noting that the project's sit-down restaurant can sell alcohol. He voiced support of the above-ground fuel tanks as most tanks placed underground eventually start to leak.

Further discussion followed.

A motion was made by Council Member Brian Berkson, seconded by Mayor Pro Tem Lorena Barajas, to adopt Resolution No. 2020-33, as amended to add a 3-foot high screen fence mostly solid with Planning staff to determine the final design; bollards will be added around the entire fuel tank area; a secondary access gate will be added; and the applicant shall add or relocate the existing gate past the fuel tanks.

A roll call vote was taken.

Roll Call:

Ayes: L. Barajas, B. Berkson

Noes: C. Barajas, M. Goodland, A. Kelly

Absent: None

MOTION FAILED

Further discussion followed.

Jeremy Krout, EPD Solutions, Inc., (representing the applicant), provided additional information and responded to Council's questions.

A motion was made by Mayor Anthony Kelly, seconded by Council Member Chris Barajas, to adopt Resolution No. 2020-33, as amended to 1) remove the Conditional Use Permit for the on-site alcohol sales at the gas station; 2) add a secondary access gate; 3) add or relocate the existing gate past the fuel tanks; and 4) all buildings on the site would have to be constructed within 90 days of the first one being built, subject to a force majeure type clause, as entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, TO (1) ADOPT THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM; (2) APPROVE GENERAL PLAN AMENDMENT NO. 19004; (3) APPROVE CONDITIONAL USE PERMIT NO. 17004; (4) APPROVE SITE DEVELOPMENT PERMIT NO. 19029; (5) ISSUE A DETERMINATION FOR PUBLIC CONVENIENCE OR NECESSITY NO. 18001 AND (6) APPROVE TENTATIVE PARCEL MAP NO. 37679 IN ORDER FOR THE CONSTRUCTION OF A GAS STATION AND A

CONVENIENCE STORE WITH CONCURRENT BEER AND WINE SALES FOR OFF-SITE CONSUMPTION, CAR WASH, AND A DRIVE-THRU RESTAURANT AT THE NORTHEAST CORNER OF CANTU-GALLEANO RANCH ROAD AND PIER ENTERPRISES WAY

A roll call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

A motion was made by Council Member Chris Barajas, seconded by Council Member Micheal Goodland, to introduce Ordinance No. 2020-08, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY 2.42 ACRES OF A 9.64-ACRE REAL PROPERTY LOCATED AT THE NORTHEAST CORNER OF CANTU GALLEANO RANCH ROAD AND PIER ENTERPRISES WAY (APN: 106- 040-044) FROM INDUSTRIAL PARK (I-P) ZONE TO GENERAL COMMERCIAL (C-1/C-P) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA

A roll call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

B. PUBLIC HEARING TO CONSIDER A RESOLUTION APPROVING THE FISCAL YEAR 2020-2021 THROUGH FISCAL YEAR 2024-2025 CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF JURUPA VALLEY

Chase Keys, CIP Manager, presented the staff report.

Mayor Kelly thanked Mr. Keys for the thorough report. He questioned the schedule for completing Rubidoux Boulevard, noting that due to Caltrans, the project was stopped for further Caltrans studies. He stated that Frontage Road is currently disintegrating and he would like this matter to be addressed. He questioned why Wallace Street has a posted 40-mph speed zone near a school and a church. He questioned why the slurry paving stopped halfway on Wallace Street.

Mr. Keys provided additional information and responded to Council's questions.

Further discussion followed.

Steve Loriso, City Engineer, provided additional information and responded to Council's questions.

Following discussion, Council Member Chris Barajas requested that Jurupa and Valley Way be prioritized over the next five years. He requested that the Downey Street Park Improvements project be removed from the CIP budget as the Paradise Knolls development will provide an arena and an additional park. He stated that he would like to see the City acquire the nature center as it has been abandoned by the County of Riverside.

The City Council concurred with the suggestion that the Downey Street Park Improvements project should be removed from the CIP schedule.

At the request of Council Member Brian Berkson, City Manager Rod Butler reported that the recently completed pavement study will be brought before the City Council at a future meeting which will involve further policy discussions by the Council.

Council Member Micheal Goodland suggested that the streets that pose a safety hazard should be prioritized.

Mayor Kelly opened the public hearing and called for any public comments.

There being no further comments, the public hearing was closed.

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Lorena Barajas, to adopt Resolution No. 2020-45, with the removal of the Downey Street Park Improvements project, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THE CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2020-2021 THROUGH 2024-2025

A roll call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

16. COUNCIL BUSINESS

A. RESOLUTION ADOPTING A BUDGET FOR FISCAL YEAR 2020-21

Connie Cardenas, Administrative Services Director, presented the staff report.

Council Member Brian Berkson suggested that the Development Impact Fee donation to the County library system include a percentage that would cover delinquent accounts accrued by City residents.

Further discussion followed regarding the rising cost of law enforcement services and opportunities for cost savings.

Diana Fox, Executive Director, Reach Out, thanked the Council for continuing to invest in the Healthy Jurupa Valley Initiative. She noted the vision of City leadership over the past 7 years has brought many benefits, connections, and recognition from across the state. She stated that the City has been able to leverage this investment of between \$20,000-\$50,000 per year into more than \$200,000 per year that is working to improve the health and quality of life of all Jurupa Valley residents.

Martha Carrasco voiced support for the continued funding of the Healthy Jurupa Valley Initiative. As a community volunteer, she has personally witnessed the impact that this organization has on the Jurupa Valley community. She outlined her work with the Healthy Jurupa Valley Initiative and the long lasting positive impact of all the work the Healthy Jurupa Valley Initiative has provided in the City.

Karen Bradford spoke in support of Healthy Jurupa Valley. She stated that a significant difference between a “town” and a “community” is the actual quality of life for residents and the perception of quality by potential residents and businesses. As an elected Jurupa Unified School District Trustee, she has experienced Healthy Jurupa Valley and Reach Out as a community partner in making Jurupa Valley a fine place to call home and she considers it a valuable resource worth including in the City’s budget.

Pastor Harry Bratton stated that he is the Pastor of Greater Faith Grace Bible Church in the City of Rialto. He spoke in support of law enforcement. He applauded the Council’s decision not to defund the Police Department. He provided information on his experience in the City of Rialto and how the members of the Police Department have brought the community together in a positive manner.

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Lorena Barajas, to approve the proposed Operating Budget for the 2020/21 fiscal year, as initially presented May 28, 2020 which includes Council approved changes at the Workshop; and adopt Resolution No. 2020-46, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING A BUDGET AND APPROVING INITIAL APPROPRIATIONS FOR THE FISCAL YEAR JULY 1, 2020 THROUGH JUNE 30, 2021

A roll call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

B. FISCAL YEAR 2019-20 YEAR-END BUDGET AMENDMENTS

Connie Cardenas, Administrative Services Director, presented the staff report.

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to approve Fiscal Year 2019-20 Year-End Budget Amendments to the City's Budget as presented in the exhibit to the staff report.

A roll call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

C. CONSIDERATION OF RATE ADJUSTMENT REQUEST FROM USA WASTE INDUSTRIES, INC.

Sean McGovern, Management Analyst, presented the staff report.

Glenda Chavez, representing Waste Management provided additional information on the state's diversion regulations and how a residential organic collection program would be implemented.

Further discussion followed.

A motion was made by Mayor Anthony Kelly, seconded by Mayor Pro Tem Lorena Barajas, to approve the annual increase in the rate ceiling by 7.29%, per section 17.8 of the Solid Waste Franchise Agreement between the City and USA Waste industries, Inc. (Waste Management).

A roll call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

D. CITY COUNCIL ADOPTION OF RESOLUTIONS FOR THE 2020 GENERAL MUNICIPAL ELECTION

Victoria Wasko, City Clerk, presented the staff report.

A motion was made by Council Member Chris Barajas, seconded by Council Member Micheal Goodland, to adopt Resolution Nos. 2020-47 and 2020-48, entitled:

RESOLUTION NO. 2020-47 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CALLING A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF MEMBERS OF THE CITY COUNCIL BY DISTRICTS 2 AND 4 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND THE JURUPA VALLEY MUNICIPAL CODE

RESOLUTION NO. 2020-48 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

A roll call vote was taken.

Roll Call:

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly

Noes: None

Absent: None

17. CITY ATTORNEY'S REPORT

City Attorney Peter Thorson had no report.

18. COUNCIL MEMBER REPORTS AND COMMENTS

There were no additional Council comments.

19. ADJOURNMENT

There being no further business before the City Council, Mayor Kelly adjourned the meeting at 12:00 a.m.

The next meeting of the Jurupa Valley City Council will be held July 2, 2020 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

Respectfully submitted,

Victoria Wasko, CMC
City Clerk

**MINUTES
OF THE SPECIAL MEETING
OF THE JURUPA VALLEY CITY COUNCIL
June 18, 2020**

The meeting was held at the Jurupa Valley City Council Chamber, 8930 Limonite Avenue,
Jurupa Valley, CA

1. 7:00 PM - CALL TO ORDER AND ROLL CALL FOR SPECIAL MEETING

- Anthony Kelly, Jr., Mayor
- Lorena Barajas, Mayor Pro Tem
- Chris Barajas, Council Member
- Brian Berkson, Council Member
- Micheal Goodland, Council Member

Mayor Anthony Kelly called the special meeting to order at 7:00 p.m.

16. COUNCIL BUSINESS

E. RESOLUTION RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE COVID-19 (CORONAVIRUS) PANDEMIC AND REPEALING SECTION 2 (i) OF RESOLUTION 2020-42 IN ORDER TO OPEN THE CITY PARK LOCATED AT THE SOUTHEAST CORNER OF 64TH AND DOWNEY STREET, JURUPA VALLEY

Keith Clarke, Chief Building Official, presented the staff report. He outlined the intent of opening the Downey Street Park as the County of Riverside has received approval from the State of California to move to the Accelerated Stage 2 Classification in the COVID-19 recovery process. This order allows campgrounds and outdoor recreational areas to be opened.

Susan Pantoja voiced objection to opening Downey Park since the majority of the visitors to the park are from the Los Angeles area where the COVID-19 cases are increasing. Also, it gets very crowded at the park and it is difficult for people to practice social distancing.

Council Member Brian Berkson reported that COVID-19 cases continue to rise in Riverside County. He would therefore, not support the opening of the Downey Park site at this time.

Further discussion followed.

A motion was made by Council Member Micheal Goodland to adopt Resolution No. 2020-49, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY RELATING TO THE COVID-19 VIRUS PANDEMIC THAT REPEALS SECTION 2 (i) OF RESOLUTION 2020-42 IN ORDER TO OPEN THE CITY PARK LOCATED AT THE SOUTHEAST CORNER OF 64TH AND DOWNEY STREET, JURUPA VALLEY

MOTION DIED FOR LACK OF A SECOND

17. ADJOURNMENT

There being no further business before the City Council, Mayor Kelly adjourned the meeting at 12:00 a.m.

The next meeting of the Jurupa Valley City Council will be held July 2, 2020 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

Respectfully submitted,

Victoria Wasko, CMC
City Clerk

City of Jurupa Valley

STAFF REPORT

DATE: JULY 2, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER
BY: CONNIE CARDENAS, ADMINISTRATIVE SERVICES DIRECTOR

SUBJECT: AGENDA ITEM NO. 10.B

CHECK REGISTERS

RECOMMENDATION

That the City Council ratify the check registers dated June 11 and 17, 2020 as well as the payroll register dated June 13, 2020.

The City Council of the City of Jurupa Valley authorizes expenditures through the annual budget process. The FY 2019-20 Budget was adopted on June 6, 2019. Expenditures not included in the annual budget process are approved by resolution throughout the fiscal year.

ANALYSIS

All expenditures on the attached check registers have been approved by the City Council and are in conformance with the authority provided by Section 37208 of the Government Code.

OTHER INFORMATION

None.

FINANCIAL IMPACT

Check registers:

| | | |
|----------|----|------------|
| 06/11/20 | \$ | 443,479.57 |
| 06/17/20 | \$ | 384,238.56 |

Payroll register:

06/13/20 \$ 53,630.62

TOTAL \$ 881,348.75

ALTERNATIVES

1. Not ratify the attached check registers.

Prepared by:



Connie Cardenas
Administrative Services Director

Submitted by:



Rod B. Butler
City Manager

Attachments:

1. Check registers dated June 11 and 17, 2020.
2. Payroll Register dated June 13, 2020.

Final Check List
City of Jurupa Valley

Bank : chase CHASE BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|----------|---------------------------------|----------------|---------------------------|-----------------------------|-------------|
| 13283 | 4/30/2020 | 02320 | NICHOLS, FREDERIC ANDRES013020 | 4/28/2020 | SB 90/2ND FIXED PMT STATE | 1,800.00 | 1,800.00 |
| | | Voucher: | | | | | |
| 13436 | 6/11/2020 | 02435 | AARESTAD, DALE | BD-2018-16977 | 6/9/2020 | BD18-16977 BLDG REIMB. 69% | 157.14 |
| | | Voucher: | | | | | 157.14 |
| 13437 | 6/11/2020 | 01746 | ACOSTA, ARTEMIO | BD-2019-18009 | 6/9/2020 | BD19-18009 BLDG REIMB. 71% | 397.76 |
| | | Voucher: | | | | | 397.76 |
| 13438 | 6/11/2020 | 00580 | ADESA LOS ANGELES | BD-2014-5715 | 6/8/2020 | BD14-5715 BLDG REIMB. 116% | 297.90 |
| | | Voucher: | | | | | 297.90 |
| 13439 | 6/11/2020 | 02437 | ALBA, BEATRICE | BD-2018-16302 | 6/9/2020 | BD18-16302 BLDG REIMB. 120% | 48.51 |
| | | Voucher: | | | | | 48.51 |
| 13440 | 6/11/2020 | 02436 | ALCALA, RAMIRO | BD-2018-15310 | 6/9/2020 | BD18-15310 BLDG REIMB. 52% | 650.69 |
| | | Voucher: | | | | | 650.69 |
| 13441 | 6/11/2020 | 02411 | ASHTON, KENNETH | BD-2019-18545 | 6/11/2020 | BD19-18545 BLDG REIMB 117 | 746.44 |
| | | Voucher: | | | | | 746.44 |
| 13442 | 6/11/2020 | 00406 | AT&T MOBILITY | 287277933929x(| 5/22/2020 | MAY 2020 CELL SVCS | 945.99 |
| | | Voucher: | | | | | 945.99 |
| 13443 | 6/11/2020 | 02419 | ATLAS RACKS SYSTEMS | BD-2019-19009 | 6/9/2020 | BD19-19009 BLDG REIMB. 36% | 249.72 |
| | | Voucher: | | | | | 249.72 |
| 13444 | 6/11/2020 | 02433 | AVILEZ, LOURDES | BD-2018-17589 | 6/9/2020 | BD18-17589 BLDG REIMB.537 | 1,800.51 |
| | | Voucher: | | | | | 1,800.51 |
| 13445 | 6/11/2020 | 02425 | BAO, STEVEN | BD-2018-15105 | 6/9/2020 | BD18-15105 BLDG REIMB. 30% | 398.11 |
| | | Voucher: | | | | | 398.11 |
| 13446 | 6/11/2020 | 02429 | BARAJAS, MARIA | BD-2018-16934 | 6/9/2020 | BD18-16934 BLDG REIMB. 10% | 65.14 |
| | | Voucher: | | | | | 65.14 |
| 13447 | 6/11/2020 | 02408 | BARAJAS, SERAFIN | BD-2016-12296 | 6/8/2020 | BD16-12296 BLDG REIMB. 63% | 71.56 |
| | | Voucher: | | | | | 71.56 |
| 13448 | 6/11/2020 | 01099 | CALIFORNIACHOICE BENEFIT3423853 | | 6/1/2020 | JUL 2020 MEDICAL INSURAN(| 7,571.44 |
| | | Voucher: | | | | | 7,571.44 |
| 13449 | 6/11/2020 | 02416 | CALTIBIANO, TONY | BD-2019-18195 | 6/9/2020 | BD19-18195 BLDG REIMB. 49% | 40.29 |
| | | Voucher: | | | | | 40.29 |
| 13450 | 6/11/2020 | 02427 | CAMEZ, ANGELA | BD-2018-16733 | 6/9/2020 | BD18-21213 BLDG REIMB. 57% | 185.64 |
| | | Voucher: | | | | | 185.64 |
| 13451 | 6/11/2020 | 02403 | CARRILLO, FERNANDO | BD-2017-14265 | 6/8/2020 | BD17-14265 BLDG REIMB. 10% | 616.23 |
| | | Voucher: | | | | | 616.23 |

Bank : chase CHASE BANK

(Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|----------|-----------------------------|---------------|-------------|----------------------------|-------------|----------|
| 13452 | 6/11/2020 | 01101 | CHOICE BUILDER | 597547 | 6/3/2020 | JUL 2020 DENTAL/VISION PL | 856.20 | 856.20 |
| | | Voucher: | | | | | | |
| 13453 | 6/11/2020 | 02406 | CORONA, MARTINA | BD-2019-18517 | 6/9/2020 | BD19-18517 BLDG REIMB. 111 | 1,140.77 | 1,140.77 |
| | | Voucher: | | | | | | |
| 13454 | 6/11/2020 | 02448 | CROWN EQUIPMENT CORP. | BD-2013-2812 | 6/8/2020 | BD13-2812 BLDG REIMB. 103 | 49.98 | 49.98 |
| | | Voucher: | | | | | | |
| 13455 | 6/11/2020 | 01553 | CT & T CONCRETE PAVING, INC | 5697 | 2/24/2020 | RETENTION 2018-2019 ADA II | 6,740.10 | 6,740.10 |
| | | Voucher: | | | | | | |
| 13456 | 6/11/2020 | 02453 | DAHL, JOHN | BD-2012-1795 | 6/8/2020 | BD12-1795 BLDG REIMB. 398 | 30.36 | 30.36 |
| | | Voucher: | | | | | | |

Final Check List
City of Jurupa Valley

Bank : chase CHASE BANK

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|------------------------------|---------------|---------------------------|----------------------------|-------------|
| 13457 | 6/11/2020 | 00015 | EDISON - SOUTHERN CALIFORNIA | 2-38-499-7185 | 6/2/2020 | STREET LIGHT ELECTRIC | 896.11 |
| | Voucher: | | 2-38-467-0477 | 6/4/2020 | CDF 14-002 STREET LIGHT E | 538.65 | |
| | | | 2-33-840-4775 | 6/4/2020 | STREET LIGHT ELECTRIC | 494.02 | |
| | | | 2-33-840-6655 | 6/4/2020 | STREET LIGHT ELECTRIC | 275.23 | |
| | | | 2-38-500-0898 | 6/4/2020 | STREET LIGHT ELECTRIC | 198.33 | |
| | | | 2-38-499-9512 | 6/4/2020 | STREET LIGHT ELECTRIC | 113.09 | |
| | | | 2-36-296-0767 | 6/2/2020 | STREET LIGHT ELECTRIC | 103.30 | |
| | | | 2-38-500-1482 | 6/4/2020 | STREET LIGHT ELECTRIC | 95.17 | |
| | | | 2-38-500-2613 | 6/4/2020 | STREET LIGHT ELECTRIC | 93.80 | |
| | | | 2-38-467-0402 | 6/4/2020 | CFD 2013-001 STREET LIGHT | 90.38 | |
| | | | 2-40-702-6715 | 6/2/2020 | STREET LIGHT ELECTRIC | 77.69 | |
| | | | 2-40-778-4933 | 6/4/2020 | CFD14-001 STREET LIGHT EL | 77.69 | |
| | | | 2-38-499-9868 | 6/4/2020 | STREET LIGHT ELECTRIC | 71.66 | |
| | | | 2-40-777-8042 | 6/2/2020 | STREET LIGHT ELECTRIC | 64.78 | |
| | | | 2-40-721-2992 | 6/4/2020 | STREET LIGHT ELECTRIC | 51.46 | |
| | | | 2-38-500-2506 | 6/4/2020 | STREET LIGHT ELECTRIC | 35.86 | |
| | | | 2-38-500-2357 | 6/4/2020 | STREET LIGHT ELECTRIC | 35.86 | |
| | | | 2-38-500-0625 | 6/4/2020 | STREET LIGHT ELECTRIC | 35.86 | |
| | | | 2-38-500-1276 | 6/4/2020 | STREET LIGHT ELECTRIC | 35.86 | |
| | | | 2-38-901-7450 | 6/2/2020 | STREET LIGHT ELECTRIC | 25.92 | |
| | | | 2-38-500-2852 | 6/4/2020 | STREET LIGHT ELECTRIC | 25.76 | |
| | | | 2-38-499-7938 | 6/4/2020 | STREET LIGHT ELECTRIC | 17.93 | |
| | | | 2-40-448-6672 | 6/4/2020 | STREET LIGHT ELECTRIC | 17.93 | |
| | | | 2-38-500-1078 | 6/4/2020 | STREET LIGHT ELECTRIC | 17.93 | |
| | | | 2-38-500-3082 | 6/4/2020 | STREET LIGHT ELECTRIC | 17.93 | |
| | | | 2-39-006-1497 | 6/2/2020 | STREET LIGHT ELECTRIC | 12.91 | |
| | | | 2-38-499-8381 | 6/4/2020 | STREET LIGHT ELECTRIC | 12.84 | 3,533.95 |
| 13458 | 6/11/2020 | 00015 | EDISON - SOUTHERN CALIFORNIA | 2-38-272-9663 | 6/2/2020 | TRAFFIC SIGNAL ELECTRIC | 6,254.01 |
| | Voucher: | | | | | | 6,254.01 |
| 13459 | 6/11/2020 | 00015 | EDISON - SOUTHERN CALIFORNIA | 2-40-010-3776 | 6/2/2020 | CFD IRR ELECTRICAL CHARG | 102.31 |
| | Voucher: | | 2-42-671-7104 | 6/2/2020 | CFD STREET LIGHT ELECTRI | 51.76 | 154.07 |
| 13460 | 6/11/2020 | 02180 | EMPIRE GROUP OF COMPANIES | 58529 | 3/6/2020 | BUSINESS CARDS-PLANNING | 48.94 |
| | Voucher: | | | | | | 48.94 |
| 13461 | 6/11/2020 | 02455 | ESCOBEDO, ELENA | BD-2012-1875 | 6/8/2020 | BD12-1875 BLDG REIMB. 1057 | 84.22 |
| | Voucher: | | | | | | 84.22 |

| Bank : chase CHASE BANK | | | (Continued) | | | | | |
|-------------------------|-----------|--------|---------------------------|---------------|-------------|----------------------------|-------------|-----------|
| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
| 13462 | 6/11/2020 | 02304 | FAMILY SERVICE ASSOCIATIO | C03-2020-001 | 4/10/2020 | JAN-MAR 2020 SENIOR NUTR | 10,745.43 | 10,745.43 |
| | Voucher: | | | | | | | |
| 13463 | 6/11/2020 | 02418 | FR CONSTRUCTION INC. | BD-2019-18906 | 6/9/2020 | BD19-18906 BLDG REIMB. 867 | 1,754.62 | 1,754.62 |
| | Voucher: | | | | | | | |
| 13464 | 6/11/2020 | 01348 | FRONTIER HOMES | BD-2019-18013 | 6/9/2020 | BD19-18013 BLDG REIMB. 110 | 745.45 | 745.45 |
| | Voucher: | | | | | | | |
| 13465 | 6/11/2020 | 02440 | GREEN, ALTON | BD-2016-10338 | 6/8/2020 | BD16-10338 BLDG REIMB. 770 | 59.57 | 59.57 |
| | Voucher: | | | | | | | |
| 13466 | 6/11/2020 | 01006 | HARDY & HARPER, INC. | 21515-RET | 2/21/2020 | RETENTION PJCT# 18-A.2 RL | 28,824.72 | 28,824.72 |
| | Voucher: | | | | | | | |
| 13467 | 6/11/2020 | 01236 | HD SUPPLY CONSTRUCTION | 50012785257 | 4/17/2020 | 60LB BAGS OF ASPHALT | 835.07 | 835.07 |
| | Voucher: | | | | | | | |
| 13468 | 6/11/2020 | 02247 | HERDMAN, BRIDGET | BD-2018-15069 | 6/8/2020 | BD18-15069 BLDG REIMB. 340 | 9,464.98 | 36,314.48 |
| | Voucher: | | | BD-2018-15066 | 6/8/2020 | BD18-15066 BLDG REIMB.340 | 9,333.31 | |
| | | | | BD-2018-15068 | 6/8/2020 | BD18-15068 BLDG REIMB. 340 | 9,187.43 | |
| | | | | BD-2018-15065 | 6/8/2020 | BD18-15065 BLDG REIMB.341 | 8,328.76 | |
| | | | | BD-2018-15756 | 6/9/2020 | BD18-15756 BLDG REIMB. 960 | 265.41 | |
| 13469 | 6/11/2020 | 02432 | HEYERMANN, ELVIA | | | | | |
| | Voucher: | | | | | | | |
| 13470 | 6/11/2020 | 02445 | INIGUEZ, OCTAVIO | BD-2014-3697 | 6/8/2020 | BD14-3697 BLDG REIMB. 637 | 26.87 | 26.87 |
| | Voucher: | | | | | | | |
| 13471 | 6/11/2020 | 02351 | INVISION INDIAN HILLS LLC | BD-2019-18790 | 6/9/2020 | BD19-18790 BLDG REIMB. 550 | 412.14 | 3,586.61 |
| | Voucher: | | | BD-2019-18797 | 6/9/2020 | BD19-18797 BLDG REIMB. 540 | 405.34 | |
| | | | | BD-2019-18795 | 6/9/2020 | BD19-18795 BLDG REIMB. 540 | 405.34 | |
| | | | | BD-2019-18793 | 6/9/2020 | BD19-18793 BLDG REIMB. 540 | 401.39 | |
| | | | | BD-2019-18796 | 6/9/2020 | BD19-18796 BLDG REIMB. 540 | 400.03 | |
| | | | | BD-2019-18794 | 6/9/2020 | BD19-18794 BLDG REIMB. 540 | 332.92 | |
| | | | | BD-2019-18798 | 6/9/2020 | BD19-18798 BLDG REIMB. 540 | 327.61 | |
| | | | | BD-2019-18791 | 6/9/2020 | BD19-18791 BLDG REIMB. 540 | 327.61 | |
| | | | | BD-2019-18792 | 6/9/2020 | BD19-18792 BLDG REIMB. 540 | 319.04 | |
| | | | | BD-2019-18799 | 6/9/2020 | BD19-18799 BLDG REIMB. 540 | 255.19 | |
| 13472 | 6/11/2020 | 02441 | JA FLOOR COVERINGS INC. | BD-2018-15303 | 6/9/2020 | BD18-15303 BLDG REIMB.518 | 236.31 | 236.31 |
| | Voucher: | | | | | | | |
| 13473 | 6/11/2020 | 02443 | JACOBS ENGINEERING GRO | BD-2014-5637 | 6/8/2020 | BD14-5637 BLDG REIMB. 2250 | 94.98 | 94.98 |
| | Voucher: | | | | | | | |

Final Check List
City of Jurupa Valley

| Bank : chase CHASE BANK | | | (Continued) | | | | | |
|-------------------------|-----------|----------|--------------------------|---------------|-------------|----------------------------|-------------|----------|
| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
| 13474 | 6/11/2020 | 01380 | JOHNSON, KENNETH | BD-2019-17922 | 6/9/2020 | BD19-17922 BLDG REIMB. 451 | 133.95 | 133.95 |
| | | Voucher: | | | | | | |
| 13475 | 6/11/2020 | 00199 | JURUPA COMMUNITY SERVICE | 40163-003 | 6/8/2020 | IRR WATER CHARGES | 249.54 | |
| | | Voucher: | | 25472-003 | 6/8/2020 | JCSD WATER CHARGES | 223.41 | |
| | | | | 21933-002 | 6/8/2020 | JCSD WATER CHARGES | 212.64 | |
| | | | | 23343-002 | 6/8/2020 | JCSD WATER CHARGES | 208.54 | |
| | | | | 23828-003 | 6/8/2020 | JCSD WATER CHARGES | 201.47 | |
| | | | | 23875-003 | 6/8/2020 | JCSD WATER CHARGES | 172.77 | |
| | | | | 23829-003 | 6/8/2020 | JCSD WATER CHARGES | 172.77 | |
| | | | | 28035-003 | 6/8/2020 | 9801 FAIRFOR (IRR) | 142.94 | |
| | | | | 23342-003 | 6/8/2020 | JCSD WATER CHARGES | 87.59 | 1,671.67 |
| 13476 | 6/11/2020 | 02224 | KELLER, JAMES | BD-2019-19087 | 6/3/2020 | BD19-19087 BLDG REIMB 939 | 90.90 | 90.90 |
| | | Voucher: | | | | | | |
| 13477 | 6/11/2020 | 02241 | KENNEDY, ELVIRA | BD-2019-18692 | 6/9/2020 | BD19-18692 BLDG REIMB. 411 | 920.95 | |
| | | Voucher: | | BD-2018-17730 | 6/8/2020 | BD18-17730 BLDG REIMB. 642 | 290.07 | 1,211.02 |
| 13478 | 6/11/2020 | 02413 | KRIEG, CHARLENE | BD-2019-19093 | 6/11/2020 | BD19-19093 BLDG REIMB 771 | 241.23 | 241.23 |
| | | Voucher: | | | | | | |
| 13479 | 6/11/2020 | 02438 | LAING, DAVID | BD-2018-14965 | 6/9/2020 | BD18-14965 BLDG REIMB. 101 | 401.84 | 401.84 |
| | | Voucher: | | | | | | |
| 13480 | 6/11/2020 | 02124 | LIEBERT CASSIDY WHITMOR | 052020 | 5/20/2020 | COVID-19 EMPLOYEE ISSUES | 75.00 | 75.00 |
| | | Voucher: | | | | | | |
| 13481 | 6/11/2020 | 00244 | LOWE'S HIW, INC | 060220 | 6/2/2020 | MAY 2020 PW SUPPLIES | 200.04 | 200.04 |
| | | Voucher: | | | | | | |
| 13482 | 6/11/2020 | 02410 | LUNA, MANUEL | BD-2019-18947 | 6/11/2020 | BD19-18947 BLDG REIMB 508 | 1,227.02 | 1,227.02 |
| | | Voucher: | | | | | | |
| 13483 | 6/11/2020 | 02447 | LUVIANO, MARIA ESTHER | BD-2014-4275 | 6/8/2020 | BD14-4275 BLDG REIMB. 6011 | 156.06 | 156.06 |
| | | Voucher: | | | | | | |
| 13484 | 6/11/2020 | 02401 | MARQUEZ, STEVEN | BD-2019-18948 | 6/9/2020 | BD19-18948 BLDG REIMB. 461 | 393.72 | |
| | | Voucher: | | BD-2019-18907 | 6/11/2020 | BD19-18907 BLDG REIMB 461 | 236.64 | 630.36 |
| 13485 | 6/11/2020 | 02449 | MARTIN, ELOY | BD-2013-3295 | 6/8/2020 | BD13-3295 BLDG REIMB. 3640 | 332.74 | 332.74 |
| | | Voucher: | | | | | | |
| 13486 | 6/11/2020 | 02431 | MENDOZA, ANGIE | BD-2018-15549 | 6/9/2020 | BD18-15549 BLDG REIMB. 511 | 1,940.66 | 1,940.66 |
| | | Voucher: | | | | | | |
| 13487 | 6/11/2020 | 02442 | MONARES, ENRIQUE | BD-2015-6651 | 6/8/2020 | BD15-6651 BLDG REIMB. 3670 | 27.62 | 27.62 |
| | | Voucher: | | | | | | |

Final Check List
City of Jurupa Valley

| Bank : chase CHASE BANK | | | (Continued) | | | | | |
|-------------------------|-----------|----------|-------------------------|---------------|-----------------|----------------------------|-------------|------------|
| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
| 13488 | 6/11/2020 | 02434 | MONTIEL, JAIRO | BD-2018-15353 | 6/9/2020 | BD18-15353 BLDG REIMB.552 | 1,440.10 | 1,440.10 |
| | | Voucher: | | | | | | |
| 13489 | 6/11/2020 | 02467 | MORA, GRECIA | B19-000322 | 6/9/2020 | B19-000322 BLDG REIMB. 114 | 1,620.40 | 1,620.40 |
| | | Voucher: | | | | | | |
| 13490 | 6/11/2020 | 02405 | MORALES, RODRIGO | BD-2019-18656 | 6/9/2020 | BD19-18656 BLDG REIMB. 596 | 553.60 | 553.60 |
| | | Voucher: | | | | | | |
| 13491 | 6/11/2020 | 01296 | MORENO, CARLOS | BD-2018-15757 | 6/9/2020 | BD18-15303 BLDG REIMB.518 | 830.84 | 830.84 |
| | | Voucher: | | | | | | |
| 13492 | 6/11/2020 | 02404 | NARANJO, SEAN | BD-2019-18136 | 6/9/2020 | BD19-18136 BLDG REIMB. 116 | 142.25 | 142.25 |
| | | Voucher: | | | | | | |
| 13493 | 6/11/2020 | 02414 | NEVAREZ, GENEVIEVE | BD-2019-18624 | 6/9/2020 | BD19-18624 BLDG REIMB. 216 | 1,484.35 | 1,484.35 |
| | | Voucher: | | | | | | |
| 13494 | 6/11/2020 | 01517 | OFFICE DEPOT, INC | 479269011001 | 4/21/2020 | OFFICE SUPPLIES | 188.99 | |
| | | Voucher: | 474889667001 | 4/10/2020 | OFFICE SUPPLIES | 53.86 | | |
| | | | 477263609001 | 4/15/2020 | OFFICE SUPPLIES | 40.60 | | |
| | | | 474879439001 | 4/10/2020 | OFFICE SUPPLIES | 23.54 | | |
| | | | 477277382001 | 4/15/2020 | OFFICE SUPPLIES | 20.49 | | |
| | | | 474889666001 | 4/10/2020 | OFFICE SUPPLIES | 8.93 | | |
| | | | 480585380001 | 4/21/2020 | OFFICE SUPPLIES | 7.50 | | 343.91 |
| 13495 | 6/11/2020 | 02428 | ORDAZ, CLAUDIA PATRICIA | BD-2018-16997 | 6/9/2020 | BD18-16997 BLDG REIMB. 566 | 165.67 | 165.67 |
| | | Voucher: | | | | | | |
| 13496 | 6/11/2020 | 01887 | PAVEMENT COATINGS CO. | 2 | 4/30/2020 | 2019-2020 SLURRY SEAL VAR | 294,771.34 | 294,771.34 |
| | | Voucher: | | | | | | |
| 13497 | 6/11/2020 | 02385 | QUADIENT, INC. | 051920 | 5/19/2020 | MAY 2020 POSTAGE | 3,054.00 | 3,054.00 |
| | | Voucher: | | | | | | |
| 13498 | 6/11/2020 | 02311 | ROMERO, LEO | BD-2018-15959 | 6/9/2020 | BD18-15959 BLDG REIMB. 376 | 1,117.67 | 1,117.67 |
| | | Voucher: | | | | | | |
| 13499 | 6/11/2020 | 02117 | RUMMEL, SAMANTHA | BD-2018-16741 | 6/9/2020 | BD18-16741 BLDG REIMB.119 | 150.19 | 150.19 |
| | | Voucher: | | | | | | |
| 13500 | 6/11/2020 | 02426 | SAMANO, JOSE | BD-2018-15793 | 6/9/2020 | BD18-15793 BLDG REIMB. 686 | 48.51 | 48.51 |
| | | Voucher: | | | | | | |
| 13501 | 6/11/2020 | 02430 | SANCHEZ, ROGELIO | BD-2018-15424 | 6/9/2020 | BD18-15424 BLDG REIMB. 356 | 735.79 | 735.79 |
| | | Voucher: | | | | | | |
| 13502 | 6/11/2020 | 02424 | SEVILLA, ANTHONY | BD-2018-15012 | 6/9/2020 | BD18-15012 BLDG REIMB. 396 | 168.44 | 168.44 |
| | | Voucher: | | | | | | |

Final Check List
City of Jurupa Valley

Bank : chase CHASE BANK

(Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------------------------|-----------|--------|--------------------------------------|---------------|----------------------------|----------------------------|-------------|----------|
| 13503 | 6/11/2020 | 02420 | SHANG, HONGHUA | BD-2019-18524 | 6/9/2020 | BD19-18524 BLDG REIMB. 466 | 72.61 | 72.61 |
| | Voucher: | | | | | | | |
| 13504 | 6/11/2020 | 01656 | SHARIFI, CARRIE | BD-2018-17694 | 6/9/2020 | BD18-17694 BLDG REIMB.108 | 300.90 | 300.90 |
| | Voucher: | | | | | | | |
| 13505 | 6/11/2020 | 02423 | STAR RACKS INC. | BD-2018-17595 | 6/9/2020 | BD18-17595 BLDG REIMB. 118 | 480.99 | 480.99 |
| | Voucher: | | | | | | | |
| 13506 | 6/11/2020 | 00100 | THE GAS COMPANY | 060220 | 6/2/2020 | MAY 2020 GAS SVCS | 44.97 | 44.97 |
| | Voucher: | | | | | | | |
| 13507 | 6/11/2020 | 02454 | TORRES, DEBBIE | BD-2012-1204 | 6/8/2020 | BD12-1204 BLDG REIMB. 5186 | 30.39 | 30.39 |
| | Voucher: | | | | | | | |
| 13508 | 6/11/2020 | 02422 | TRADEWORK HOIST INC. | BD-2019-18217 | 6/9/2020 | BD19-18217 BLDG REIMB.114 | 184.58 | 184.58 |
| | Voucher: | | | | | | | |
| 13509 | 6/11/2020 | 02466 | TRINITY EQUIPMENT INC. | MA17013 | 6/9/2020 | MA17013 PLAN. REIMB. 8531 | 4,889.63 | 4,889.63 |
| | Voucher: | | | | | | | |
| 13510 | 6/11/2020 | 02457 | TRISTONE CINEMA GROUP, LBD-2011-0587 | 6/8/2020 | BD11-0587 BLDG REIMB. 8032 | 18.58 | 18.58 | |
| | Voucher: | | | | | | | |
| 13511 | 6/11/2020 | 02407 | TRUSTAR ENERGY LLC | BD-2019-18288 | 6/9/2020 | BD19-18288 BLDG REIMB. 967 | 696.22 | 696.22 |
| | Voucher: | | | | | | | |
| 13512 | 6/11/2020 | 00883 | TYCO INTEGRATED SECURIT34305205 | 5/27/2020 | REPLACED BATTERY IN ZON | 90.40 | 90.40 | |
| | Voucher: | | | | | | | |
| 13513 | 6/11/2020 | 02417 | UNITED CONSTRUCTION CO. BD-2015-7408 | 6/8/2020 | BD15-7408 BLDG REIMB. 108X | 120.97 | 120.97 | |
| | Voucher: | | | | | | | |
| 13514 | 6/11/2020 | 02412 | URQUHART, CHRIS | BD-2019-18929 | 6/11/2020 | BD19-18929 BLDG REIMB 575 | 89.92 | 89.92 |
| | Voucher: | | | | | | | |
| 13515 | 6/11/2020 | 00283 | WATT, LANDON | BD-2018-17000 | 6/9/2020 | BD18-17000 BLDG REIMB.926 | 940.75 | 940.75 |
| | Voucher: | | | | | | | |
| 13516 | 6/11/2020 | 02468 | WEN, BRUCE | MA19139 | 6/11/2020 | MA19139 PLAN. REIMB. APN1 | 1,891.01 | 1,891.01 |
| | Voucher: | | | | | | | |
| 13517 | 6/11/2020 | 02450 | WESTERN SHEET METALS | BD-2013-2787 | 6/8/2020 | BD13-2787 BLDG REIMB. 4410 | 82.14 | 82.14 |
| | Voucher: | | | | | | | |
| 13518 | 6/11/2020 | 02402 | ZARATE, JOSE | BD-2017-12856 | 6/8/2020 | BD17-12856 BLDG REIMB. 112 | 153.15 | 153.15 |
| | Voucher: | | | | | | | |
| Sub total for CHASE BANK: | | | | | | | 443,479.57 | |

84 checks in this report.

Grand Total All Checks: 443,479.57

Void Checks

Bank code: chase
(none)

Bank : chase CHASE BANK

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|----------|--|-----------|-------------------------------|-------------|-------------|
| 13519 | 6/17/2020 | 02464 | A1, A CA COMMERCIAL, CANMA19128 | 6/15/2020 | MA18128 PLAN. REIMB. 9806 | 41.13 | 41.13 |
| | | Voucher: | | | | | |
| 13520 | 6/17/2020 | 02480 | AAA ROOFING BY GENE INC. B19-000795 | 6/15/2020 | B19-000795 BLDG REIMB 119 | 503.00 | 503.00 |
| | | Voucher: | | | | | |
| 13521 | 6/17/2020 | 02487 | ACCESS TO FREEDOM B19-000731 | 6/15/2020 | B19-000731 BLDG REIMB 539 | 212.25 | 212.25 |
| | | Voucher: | | | | | |
| 13522 | 6/17/2020 | 02461 | ACTION SURVEYS MA19042 | 6/15/2020 | MA19042 PLAN. REIMB. 4945 | 634.88 | 634.88 |
| | | Voucher: | | | | | |
| 13523 | 6/17/2020 | 02503 | BACA, ANTHONY BD-2019-18833 | 6/15/2020 | BD-2019-18833 BLDG REIMB | 70.11 | 70.11 |
| | | Voucher: | | | | | |
| 13524 | 6/17/2020 | 02488 | BETTS, MARIE BD-2019-17953 | 6/15/2020 | BD-2019-17953 BLDG REIMB | 67.60 | 67.60 |
| | | Voucher: | | | | | |
| 13525 | 6/17/2020 | 02478 | CBD & C INC. B19-000998 | 6/15/2020 | B19-000998 BLDG REIMB 364 | 1,716.95 | 1,716.95 |
| | | Voucher: | | | | | |
| 13526 | 6/17/2020 | 02393 | CHARTER COMMUNICATIONS1028733061020 | 6/10/2020 | JUN 2020 BUSINESS TV | 73.62 | 73.62 |
| | | Voucher: | | | | | |
| 13527 | 6/17/2020 | 00196 | CIVIC SOLUTIONS, INC 060520 | 6/5/2020 | MAY 2020 PROF SVCS | 169,380.00 | 169,380.00 |
| | | Voucher: | | | | | |
| 13528 | 6/17/2020 | 00099 | COUNTY OF RIVERSIDE, TLM.TL00000015262 | 5/27/2020 | 3/1/20-4/30/20 TS MAINT ETIM | 3,427.56 | |
| | | Voucher: | TL00000015270 | 5/26/2020 | 3/1/20-4/30/20PWI19-003 VAN | 1,502.91 | |
| | | | TL00000015269 | 5/26/2020 | 3/1/20-4/30/20 PWI19-003 RIVI | 641.80 | |
| | | | TL00000015315 | 5/27/2020 | 1/1/20-4/30/20 PROJECT#6140 | 60.22 | 5,632.49 |
| 13529 | 6/17/2020 | 02498 | CROSS PRICE ELECTRIC BD-2018-16386 | 6/15/2020 | BD-2018-16386 BLDG REIMB | 74.11 | 74.11 |
| | | Voucher: | | | | | |
| 13530 | 6/17/2020 | 00910 | D. R. HORTON BD-2016-9810 | 6/15/2020 | BD-2016-9810 BLDG REIMB T | 12,397.76 | |
| | | Voucher: | BD-2014-5171 | 6/15/2020 | BD-2014-5171 BLDG REIMB T | 1,562.93 | |
| | | | BD-2015-8835 | 6/15/2020 | BD-2015-8835 BLDG REIMB 4 | 183.09 | |
| | | | BD-2015-6509 | 6/15/2020 | BD-2015-6509 BLDG REIMB 4 | 138.92 | |
| | | | BD-2015-8524 | 6/15/2020 | BD-2015-8524 BLDG REIMB 4 | 99.71 | |
| | | | BD-2015-6109 | 6/15/2020 | BD-2015-6109 BLDG REIMB 4 | 30.29 | 14,412.70 |
| 13531 | 6/17/2020 | 02476 | DAYTON, MARTIN B19-000996 | 6/15/2020 | B19-000996 BLDG REIMB 100 | 45.00 | 45.00 |
| | | Voucher: | | | | | |

Bank : chase CHASE BANK

(Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|--------|---------------------------|---------------|---------------------------|-----------------------|-------------|
| 13532 | 6/17/2020 | 00015 | EDISON - SOUTHERN CALIFOR | 2-38-499-8514 | 6/2/2020 | STREET LIGHT ELECTRIC | 5,096.76 |
| | Voucher: | | 2-39-045-9410 | 6/2/2020 | CFD 2013-001 LIGHT ELECTR | 1,528.85 | |
| | | | 2-39-045-7315 | 6/2/2020 | CFD 2014-001 LIGHT ELECTR | 584.90 | |
| | | | 2-42-223-8170 | 6/10/2020 | STREET LIGHT ELECTRIC (H) | 53.49 | |
| | | | 2-35-433-9533 | 6/10/2020 | STREET LIGHT ELECTRIC | 52.47 | |
| | | | 2-38-507-9140 | 6/10/2020 | PUMP STATION ELECTRIC | 27.64 | |
| | | | 2-38-507-9033 | 6/10/2020 | PUMP STATION ELECTRIC | 23.47 | |
| | | | 2-38-508-0296 | 6/10/2020 | PUMP STATION ELECTRIC | 23.15 | |
| | | | 2-38-707-4222 | 6/10/2020 | STREET LIGHT ELECTRIC | 16.68 | |
| | | | 2-38-506-3094 | 6/10/2020 | STREET LIGHT ELECTRIC | 16.30 | |
| | | | 2-40-914-7931 | 6/10/2020 | LLMD ELECTRIC CHARGES | 15.00 | |
| | | | 2-40-914-8079 | 6/10/2020 | LLMD ELECTRIC CHARGES | 14.52 | |
| | | | 2-38-508-0064 | 6/10/2020 | PUMP STATION ELECTRIC | 13.31 | |
| | | | 2-38-508-0510 | 6/10/2020 | STREET LIGHT ELECTRIC | 13.30 | |
| | | | 2-40-534-6651 | 6/10/2020 | STREET LIGHT ELECTRIC | 12.90 | |
| | | | 2-40-617-0027 | 6/10/2020 | STREET LIGHT ELECTRIC | 12.76 | |
| | | | 2-38-507-8951 | 6/10/2020 | PUMP STATION ELECTRIC | 12.73 | |
| | | | 2-38-507-8548 | 6/10/2020 | STREET LIGHT ELECTRIC | 12.58 | |
| | | | 2-38-508-0403 | 6/10/2020 | PUMP STATION ELECTRIC | 12.40 | |
| | | | 2-38-507-8365 | 6/10/2020 | STREET LIGHT ELECTRIC | 12.39 | |
| | | | 2-38-507-8829 | 6/10/2020 | STREET LIGHT ELECTRIC | 12.04 | |
| | | | 2-38-507-8514 | 6/10/2020 | STREET LIGHT ELECTRIC | 12.01 | |
| | | | 2-38-507-8571 | 6/10/2020 | STREET LIGHT ELECTRIC | 11.93 | |
| | | | 2-38-507-8217 | 6/10/2020 | PUMP STATION ELECTRIC | 11.92 | |
| | | | 2-38-507-8308 | 6/10/2020 | PUMP STATION ELECTRIC | 11.92 | |
| | | | 2-38-983-2460 | 6/10/2020 | STREET LIGHT ELECTRIC | 11.90 | |
| | | | 2-38-508-0692 | 6/10/2020 | STREET LIGHT ELECTRIC | 11.89 | |
| | | | 2-38-508-0486 | 6/10/2020 | PUMP STATION ELECTRIC | 11.88 | |
| | | | 2-38-507-8258 | 6/10/2020 | PUMP STATION ELECTRIC | 11.78 | |
| | | | 2-38-507-8886 | 6/10/2020 | STREET LIGHT ELECTRIC | 11.77 | |
| | | | 2-38-507-9793 | 6/10/2020 | STREET LIGHT ELECTRIC | 11.77 | |
| | | | 2-38-507-8324 | 6/10/2020 | PUMP STATION ELECTRIC | 11.77 | |
| | | | 2-38-507-8662 | 6/10/2020 | STREET LIGHT ELECTRIC | 11.76 | |
| | | | 2-38-507-8696 | 6/10/2020 | STREET LIGHT ELECTRIC | 11.62 | |
| | | | 2-38-507-8720 | 6/10/2020 | STREET LIGHT ELECTRIC | 11.62 | |

| Bank : chase CHASE BANK | | (Continued) | | | | | |
|-------------------------|-----------|-------------|-----------------------------|----------------|----------------------------|-------------------------|-------------|
| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
| 13533 | 6/17/2020 | 00015 | 2-35-433-9731 | 6/10/2020 | PUMP STATION ELECTRIC | 11.62 | 7,744.80 |
| | Voucher: | | EDISON - SOUTHERN CALIFORNI | 02-38-508-0585 | 6/2/2020 | PUMP STATION ELECTRIC | 11.22 |
| | | | 2-42-223-8261 | 6/10/2020 | STREET LIGHT ELECTRIC (H/ | 10.88 | 22.10 |
| 13534 | 6/17/2020 | 00015 | 2-35-433-9731 | 6/13/2020 | PUMP STATION ELECTRIC | 92.30 | |
| | Voucher: | | EDISON - SOUTHERN CALIFORNI | 02-38-507-9736 | 6/13/2020 | TRAFFIC SIGNAL ELECTRIC | 60.76 |
| | | | 2-42-456-0373 | 6/13/2020 | SIGNAL LIGHT ELECTRIC CH. | 53.52 | |
| | | | 2-39-859-7088 | 6/13/2020 | STREET LIGHT ELECTRIC | 41.73 | |
| | | | 2-41-364-1192 | 6/13/2020 | STREET LIGHT ELECTRIC | 28.67 | |
| | | | 2-41-364-0756 | 6/13/2020 | SIGNAL LIGHT ELECTRIC CH. | 16.19 | |
| | | | 2-39-935-7235 | 6/13/2020 | PUMP STATION ELECTRIC | 13.38 | |
| | | | 2-35-433-9657 | 6/13/2020 | STREET LIGHT ELECTRIC | 11.44 | |
| | | | 2-38-507-8613 | 6/13/2020 | SHOPS @ BELLEGRAVE CFD | 11.28 | 329.27 |
| 13535 | 6/17/2020 | 00015 | 2-42-245-7010 | 6/13/2020 | CFD IRR ELECTRICAL CHARC | 22.40 | |
| | Voucher: | | EDISON - SOUTHERN CALIFORNI | 02-42-016-9609 | 6/13/2020 | STREET LIGHT ELECTRIC | 10.95 |
| | | | 2-38-506-3359 | 6/13/2020 | B19-000194 BLDG REIMB 541 | 1,473.40 | 33.35 |
| 13536 | 6/17/2020 | 02479 | B19-000194 | 6/15/2020 | B19-000194 BLDG REIMB 541 | 1,473.40 | 1,473.40 |
| | Voucher: | | | | | | |
| 13537 | 6/17/2020 | 02460 | MA19066 | 6/15/2020 | MA19066 PLAN. REIMB. 6240 | 95.63 | |
| | Voucher: | | MA19067 | 6/15/2020 | MA19067 PLAN. REIMB. 6240 | 95.63 | |
| | | | MA19065 | 6/15/2020 | MA19065 PLAN. REIMB. 6240 | 95.63 | 286.89 |
| 13538 | 6/17/2020 | 02295 | B19-000456 | 6/15/2020 | B19-000456 BLDG REIMB 381 | 1,410.70 | 1,410.70 |
| | Voucher: | | | | | | |
| 13539 | 6/17/2020 | 02497 | BD-2018-15722 | 6/15/2020 | BD-2018-15722 BLDG REIMB | 442.74 | 442.74 |
| | Voucher: | | | | | | |
| 13540 | 6/17/2020 | 02238 | MA19025 | 6/15/2020 | MA19025 PLAN. REIMB. 3177 | 51.00 | |
| | Voucher: | | MA19028 | 6/15/2020 | MA19028 PLAN. REIMB. 11600 | 51.00 | |
| | | | MA19024 | 6/15/2020 | MA19024 PLAN. REIMB. 11650 | 51.00 | 153.00 |
| 13541 | 6/17/2020 | 02472 | B19-000115 | 6/15/2020 | B19-000115 BLDG REIMB 115 | 468.45 | 468.45 |
| | Voucher: | | | | | | |
| 13542 | 6/17/2020 | 01348 | B19-000009 | 6/15/2020 | B19-000009 BLDG REIMB 465 | 1,073.89 | |
| | Voucher: | | B19-000012 | 6/15/2020 | B19-000012 BLDG REIMB 462 | 1,046.47 | |
| | | | B19-000013 | 6/15/2020 | B19-000013 BLDG REIMB 100 | 975.43 | |
| | | | B19-000014 | 6/15/2020 | B19-000014 BLDG REIMB 110 | 973.66 | 4,069.45 |
| 13543 | 6/17/2020 | 02483 | B19-000600 | 6/15/2020 | B19-000600 BLDG REIMB 581 | 1,906.15 | 1,906.15 |
| | Voucher: | | | | | | |

| Bank : chase CHASE BANK | | | (Continued) | | | | | |
|-------------------------|-----------|----------|--------------------------|---------------|-------------|---------------------------|-------------|----------|
| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
| 13544 | 6/17/2020 | 02504 | GARCIA, JUSTIN | BD-2018-16541 | 6/15/2020 | BD-2018-16541 BLDG REIMB | 234.67 | 234.67 |
| | | Voucher: | | | | | | |
| 13545 | 6/17/2020 | 02496 | GREVIN, JESSICA | BD-2018-15827 | 6/15/2020 | BD-2018-15827 BLDG REIMB | 317.73 | 317.73 |
| | | Voucher: | | | | | | |
| 13546 | 6/17/2020 | 02491 | GRIFFIN, PATRICK | BD-2018-16801 | 6/15/2020 | BD-2018-16801 BLDG REIMB | 196.27 | 196.27 |
| | | Voucher: | | | | | | |
| 13547 | 6/17/2020 | 02477 | GUTIERREZ, RUBICELA | B19-000297 | 6/15/2020 | B19-000297 BLDG REIMB 999 | 1,304.15 | 1,304.15 |
| | | Voucher: | | | | | | |
| 13548 | 6/17/2020 | 02187 | GVP VENTURES INC. | 8595 | 5/26/2020 | EXECUTIVE SEARCH- ECONC | 352.50 | 352.50 |
| | | Voucher: | | | | | | |
| 13549 | 6/17/2020 | 02490 | HOFMAN, RICHARD | BD-2018-17289 | 6/15/2020 | BD-2018-17289 BLDG REIMB | 94.15 | 94.15 |
| | | Voucher: | | | | | | |
| 13550 | 6/17/2020 | 02463 | HORTON, PAT | MA18191 | 6/15/2020 | MA18191 PLAN. REIMB. 4041 | 95.63 | 95.63 |
| | | Voucher: | | | | | | |
| 13551 | 6/17/2020 | 02493 | IONESAU, CHRISTINA | BD-2019-18513 | 6/15/2020 | BD-2019-18513 BLDG REIMB | 1,606.97 | 1,606.97 |
| | | Voucher: | | | | | | |
| 13552 | 6/17/2020 | 00199 | JURUPA COMMUNITY SERVICE | 40264-002 | 6/10/2020 | LLMD WATER CHARGES | 682.61 | |
| | | Voucher: | | 41884-002 | 6/10/2020 | CFD WATER CHARGES | 390.99 | |
| | | | | 40265-002 | 6/10/2020 | LLMD WATER CHARGES | 368.96 | |
| | | | | 43055-002 | 6/10/2020 | LLMD WATER CHARGES | 368.96 | |
| | | | | 40893-002 | 6/10/2020 | CFD WATER CHARGES | 356.14 | |
| | | | | 40164-002 | 6/10/2020 | IRR WATER CHARGES | 276.69 | |
| | | | | 41009-002 | 6/10/2020 | LLMD WATER CHARGES | 272.09 | |
| | | | | 40916-002 | 6/10/2020 | LLMD WATER CHARGES | 220.84 | |
| | | | | 43381-002 | 6/10/2020 | LLMD WATER CHARGES | 131.16 | |
| | | | | 40895-002 | 6/10/2020 | CFD WATER CHARGES | 120.39 | |
| | | | | 42064-002 | 6/10/2020 | LLMD WATER CHARGES | 87.63 | |
| | | | | 43868-002 | 6/10/2020 | CFD IRRI WATER CHARGES | 68.13 | |
| | | | | 21845-002 | 6/10/2020 | LLMD WATER CHARGES | 60.74 | |
| | | | | 21722-002 | 6/10/2020 | LLMD WATER CHARGES | 38.19 | |
| | | | | 21723-002 | 6/10/2020 | LLMD WATER CHARGES | 38.19 | 3,481.71 |
| 13553 | 6/17/2020 | 02500 | LABDON, MICHAEL B. | BD-2018-15571 | 6/15/2020 | BD-2018-15571 BLDG REIMB | 52.84 | 52.84 |
| | | Voucher: | | | | | | |
| 13554 | 6/17/2020 | 02481 | LACTAOEN, JOVEN | B19-000559 | 6/15/2020 | B19-000559 BLDG REIMB 623 | 1,640.20 | |
| | | Voucher: | | B19-000560 | 6/15/2020 | B19-000560 BLDG REIMB 623 | 75.60 | 1,715.80 |

| Bank : chase CHASE BANK | | | (Continued) | | | | | |
|-------------------------|-----------|--------|-----------------------------------|---------------|-------------|---------------------------|-------------|-----------|
| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
| 13555 | 6/17/2020 | 02505 | LINAREZ, JOHNNY | BD-2014-4924 | 6/15/2020 | BD-2014-4924 BLDG REIMB 5 | 206.89 | 206.89 |
| | Voucher: | | | | | | | |
| 13556 | 6/17/2020 | 01369 | MCE CORPORATION | 2005009 | 6/1/2020 | MAY 2020 MAINT SVCS | 53,762.64 | 53,762.64 |
| | Voucher: | | | | | | | |
| 13557 | 6/17/2020 | 02489 | MERCADO, JERRY | BD-2018-16893 | 6/15/2020 | BD-2018-16893 BLDG REIMB | 128.99 | 128.99 |
| | Voucher: | | | | | | | |
| 13558 | 6/17/2020 | 02474 | MERLONE, GEIER | B19-000592 | 6/15/2020 | B19-000592 BLDG REIMB 620 | 1,170.45 | 1,170.45 |
| | Voucher: | | | | | | | |
| 13559 | 6/17/2020 | 00848 | MOBILE MODULAR STORAGE300242428 | | 5/31/2020 | JUN 2020 STORAGE CONT#7 | 243.52 | 243.52 |
| | Voucher: | | | | | | | |
| 13560 | 6/17/2020 | 02494 | MONARREZ, HOLLY | BD-2018-17670 | 6/15/2020 | BD-2018-17670 BLDG REIMB | 810.03 | 810.03 |
| | Voucher: | | | | | | | |
| 13561 | 6/17/2020 | 00245 | ORTIZ, ROGELIO | 20251 | 5/22/2020 | EMBROIDERED SHIRTS FOR | 1,136.18 | 1,136.18 |
| | Voucher: | | | | | | | |
| 13562 | 6/17/2020 | 02486 | OWNS, EVON | B19-000219 | 6/15/2020 | B19-000219 BLDG REIMB 548 | 74.00 | 74.00 |
| | Voucher: | | | | | | | |
| 13563 | 6/17/2020 | 02484 | PEYTON, STEWART | B19-000134 | 6/15/2020 | B19-000134 BLDG REIMB 832 | 1,042.65 | 1,042.65 |
| | Voucher: | | | | | | | |
| 13564 | 6/17/2020 | 01689 | PLACEWORKS, INC. | 72125 | 4/30/2020 | CS17003 APR 2020-AGUA MA | 4,889.99 | 4,889.99 |
| | Voucher: | | | | | | | |
| 13565 | 6/17/2020 | 01355 | PRECISION SIGN AND GRAPH-INV-4446 | | 6/17/2020 | INDIVIDUAL CUBICLE NAME I | 19.13 | 19.13 |
| | Voucher: | | | | | | | |
| 13566 | 6/17/2020 | 02459 | PREMIER SIGN SERVICE, INCMA19079 | | 6/15/2020 | MA19079 PLAN. REIMB. 7372 | 51.00 | 51.00 |
| | Voucher: | | | | | | | |
| 13567 | 6/17/2020 | 01780 | PROMOTION PLUS SIGN CO MA19167 | | 6/15/2020 | MA19167 PLAN. REIMB. 8190 | 140.25 | 140.25 |
| | Voucher: | | | | | | | |
| 13568 | 6/17/2020 | 00699 | PSOMAS | 162925 | 5/20/2020 | APR 2020 PROF SVCS LIMON | 1,380.45 | 1,380.45 |
| | Voucher: | | | | | | | |

| Bank : chase CHASE BANK | | (Continued) | | | | | | |
|-------------------------|-----------|-------------|---------------------------|---------------|-------------|------------------------------|-------------|-----------|
| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
| 13569 | 6/17/2020 | 01304 | PULTE HOMES | BD-2015-8080 | 6/15/2020 | BD-2015-8080 BLDG REIMB 1 | 4,718.66 | |
| | Voucher: | | | BD-2015-8082 | 6/15/2020 | BD-2015-8082 BLDG REIMB 1 | 3,617.58 | |
| | | | | BD-2015-8081 | 6/15/2020 | BD-2015-8081 BLDG REIMB 4 | 3,519.99 | |
| | | | | BD-2015-8084 | 6/15/2020 | BD-2015-8084 BLDG REIMB 1 | 3,156.48 | |
| | | | | BD-2015-8083 | 6/15/2020 | BD-2015-8083 BLDG REIMB 1 | 2,998.00 | |
| | | | | BD-2015-8085 | 6/15/2020 | BD-2015-8085 BLDG REIMB 1 | 2,834.67 | |
| | | | | BD-2018-16256 | 6/15/2020 | BD-2018-16256 BLDG REIMB | 324.77 | |
| | | | | BD-2018-16254 | 6/15/2020 | BD-2018-16254 BLDG REIMB | 324.77 | |
| | | | | BD-2018-16255 | 6/15/2020 | BD-2018-16255 BLDG REIMB | 252.35 | |
| | | | | BD-2018-16253 | 6/15/2020 | BD-2018-16253 BLDG REIMB | 179.93 | |
| | | | | BD-2018-16257 | 6/15/2020 | BD-2016-16257 BLDG REIMB | 107.36 | |
| | | | | BD-2016-11679 | 6/15/2020 | BD-2016-11679 BLDG REIMB | 66.51 | 22,101.07 |
| 13570 | 6/17/2020 | 02385 | QUADIENT, INC. | 16087412 | 6/10/2020 | CERTIFIED ENVELOPES | 66.27 | 66.27 |
| | Voucher: | | | | | | | |
| 13571 | 6/17/2020 | 02473 | RAILROAD PROPERTIES LLC | B19-000217 | 6/15/2020 | B19-000217 BLDG REIMB 121 | 453.50 | 453.50 |
| | Voucher: | | | | | | | |
| 13572 | 6/17/2020 | 02462 | RICHARD & ELISA BOYD | MA16202 | 6/15/2020 | MA16202 PLAN. REIMB. 5190 | 435.54 | 435.54 |
| | Voucher: | | | | | | | |
| 13573 | 6/17/2020 | 00892 | RICKS HEATING AND AIR CON | 1950 | 6/9/2020 | SERVICED UNIT ON ROOF, C | 350.00 | |
| | Voucher: | | | 1953 | 6/9/2020 | FREON CHARGED UNIT- WEI | 220.00 | 570.00 |
| 13574 | 6/17/2020 | 02522 | RIVERSIDE MEDICAL CLINIC | 700000522 | 6/15/2020 | MAR 2020 LAB SERVICES | 95.00 | 95.00 |
| | Voucher: | | | | | | | |
| 13575 | 6/17/2020 | 01261 | RUBIDOUX COMMUNITY SVC | 15058200-00 | 6/10/2020 | RCSD LLMD WATER CHARGE | 2,711.09 | |
| | Voucher: | | | 15058000-00 | 6/10/2020 | RCSD LLMD WATER CHARGE | 1,280.84 | |
| | | | | 15058100-00 | 6/10/2020 | RCSD LLMD WATER CHARGE | 1,203.29 | |
| | | | | 15000000-00 | 6/10/2020 | RCSD LLMD WATER CHARGE | 810.15 | |
| | | | | 15012980-01 | 6/10/2020 | RCSD LLMD WATER CHARGE | 155.38 | |
| | | | | 15013000-01 | 6/10/2020 | RCSD LLMD WATER CHARGE | 85.29 | |
| | | | | 15062100-00 | 6/10/2020 | RCSD LLMD WATER CHARGE | 82.95 | |
| | | | | 15026710-00 | 6/10/2020 | RCSD LLMD WATER CHARGE | 55.78 | |
| | | | | 15058400-00 | 6/10/2020 | RCSD LLMD WATER CHARGE | 36.01 | 6,420.78 |
| 13576 | 6/17/2020 | 01516 | SANTA FE BUILDING MAINTEN | 18514 | 5/31/2020 | MAY 2020 CITY HALL MAINT. | 3,177.99 | |
| | Voucher: | | | 18587 | 5/31/2020 | COVID-19 5/1-5/16 2020 CITY | 1,613.37 | |
| | | | | 18588 | 5/31/2020 | COVID-19 5/17-5/31 2020 CITY | 774.70 | 5,566.06 |

| Bank : chase CHASE BANK | | | (Continued) | | | | |
|---------------------------|-----------|--------|---------------------------------------|-----------|---------------------------|-------------|-------------|
| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
| 13577 | 6/17/2020 | 02391 | STURGEON ELECTRIC CO, IN606926 | 4/22/2020 | TRAFFIC SIGNAL MODIFICAT | 36,100.00 | 36,100.00 |
| | Voucher: | | | | | | |
| 13578 | 6/17/2020 | 00370 | T&B PLANNING, INC 20-6605 | 3/23/2020 | CS19001 AGUA MANSA RD- D | 17,880.97 | 17,880.97 |
| | Voucher: | | | | | | |
| 13579 | 6/17/2020 | 02502 | TO, BILL BD-2018-15981 | 6/15/2020 | BD-2018-15981 BLDG REIMB | 1,340.79 | 1,340.79 |
| | Voucher: | | | | | | |
| 13580 | 6/17/2020 | 02499 | TOTAL TELCO SPECIALISTS BD-2018-17339 | 6/15/2020 | BD-2018-17339 BLDG REIMB | 71.01 | 71.01 |
| | Voucher: | | | | | | |
| 13581 | 6/17/2020 | 02485 | URENA, ANTONIO B19-000843 | 6/15/2020 | B19-000843 BLDG REIMB 456 | 161.00 | 161.00 |
| | Voucher: | | | | | | |
| 13582 | 6/17/2020 | 02482 | VEGA, OSCAR B-19-000062 | 6/15/2020 | B19-000062 BLDG REIMB 756 | 1,938.40 | 1,938.40 |
| | Voucher: | | | | | | |
| 13583 | 6/17/2020 | 02495 | WALKER, RON BD-2019-18963 | 6/15/2020 | BD-2019-18963 BLDG REIMB | 186.08 | 186.08 |
| | Voucher: | | | | | | |
| 13584 | 6/17/2020 | 02475 | WEBB, BRANDON B19-000224 | 6/15/2020 | B19-000224 BLDG REIMB 664 | 1,268.70 | 1,268.70 |
| | Voucher: | | | | | | |
| 13585 | 6/17/2020 | 02468 | WEN, BRUCE MA19139 | 6/15/2020 | MA19139 PLAN. REIMB. APN1 | 1,928.83 | 1,928.83 |
| | Voucher: | | | | | | |
| 13586 | 6/17/2020 | 02468 | WEN, BRUCE MA19139 | 6/11/2020 | MA19139 PLAN. REIMB. APN1 | 1,891.01 | 1,891.01 |
| | Voucher: | | | | | | |
| 13587 | 6/17/2020 | 02057 | WEST VALLEY WATER DISTRI060920 | 6/9/2020 | MAY 2020- 1090 HALL | 50.82 | 50.82 |
| | Voucher: | | | | | | |
| Sub total for CHASE BANK: | | | | | | | 384,238.56 |

69 checks in this report.

Grand Total All Checks: 384,238.56

CASH REQUIREMENTS**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 06/17/20: \$53,630.62**

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY**SUMMARY BY TRANSACTION TYPE -**

| | |
|---|------------------|
| TOTAL ELECTRONIC FUNDS TRANSFER (EFT) | 53,630.62 |
| CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT | 53,630.62 |
| TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES | 10,747.33 |
| CASH REQUIRED FOR CHECK DATE 06/17/20 | 64,377.95 |

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

| <u>TRANS. DATE</u> | <u>BANK NAME</u> | <u>ACCOUNT NUMBER</u> | <u>PRODUCT</u> | <u>DESCRIPTION</u> | | BANK DRAFT AMOUNTS & OTHER TOTALS |
|--------------------|----------------------|-----------------------|----------------|------------------------------|------------------|--|
| 06/16/20 | JPMORGAN CHASE BANK, | xxxxx8176 | Direct Deposit | Net Pay Allocations | 41,815.42 | 41,815.42 |
| | | | | EFT FOR 06/16/20 | | 41,815.42 |
| 06/17/20 | JPMORGAN CHASE BANK, | xxxxx8176 | Taxpay® | Employee Withholdings | | |
| | | | | Medicare | 860.27 | |
| | | | | Fed Income Tax | 6,981.31 | |
| | | | | CA Income Tax | 2,612.43 | |
| | | | | CA Disability | 593.30 | |
| | | | | Total Withholdings | 11,047.31 | |
| | | | | Employer Liabilities | | |
| | | | | Medicare | 860.29 | |
| | | | | CA Unemploy | 108.20 | |
| | | | | CA Emp Train | 2.30 | |
| | | | | Total Liabilities | 970.79 | |
| | | | | Collection Adjustment(s) | | |
| | | | | Fed Income Tax | -202.90 | |
| | | | | Collection Adjustment | -202.90 | 11,815.20 |
| | | | | EFT FOR 06/17/20 | | 11,815.20 |
| | | | | TOTAL EFT | | 53,630.62 |

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

| <u>TRANS. DATE</u> | <u>BANK NAME</u> | <u>ACCOUNT NUMBER</u> | <u>PRODUCT</u> | <u>DESCRIPTION</u> | | TOTAL |
|--------------------|-----------------------------------|-----------------------|----------------|---------------------|----------|--------------|
| 06/17/20 | Refer to your records for account | Information | Payroll | Employee Deductions | | |
| | | | | 401A Contributions | 851.04 | |
| | | | | 401a EE Pretax | 3,486.81 | |
| | | | | 457b EE Catch Up | 400.00 | |

ORDINANCE NO. 2020-08

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY 2.42 ACRES OF A 9.64-ACRE REAL PROPERTY LOCATED AT THE NORTHEAST CORNER OF CANTU GALLEANO RANCH ROAD AND PIER ENTERPRISES WAY (APN: 106-040-044) FROM INDUSTRIAL PARK (I-P) ZONE TO GENERAL COMMERCIAL (C-1/C-P) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES ORDAIN AS FOLLOWS:

Section 1. Project. The City Council of the City of Jurupa Valley does hereby find, determine and declare that:

(a) Sam Chebeir and Pier Enterprises (collectively, the “Applicant”) have applied for General Plan Amendment No. 19004, Change of Zone No. 16004, Tentative Parcel Map No. 37679, Conditional Use Permit No. 19004, Site Development Permit No. 19029, Substantial Conformance to Plot Plan No. 24596 (PP24596S1), and Determination of Public Convenience or Necessity No. 19001 (collectively, Master Application No. 16113 or MA No. 16113) to permit the subdivision of approximately 9.64 acres into two parcels on real property located at the northeast corner of Cantu Galleano Ranch Road and Pier Enterprises Way (APN: 106-040-044) to allow the construction of a proposed gasoline service station with concurrent sale of beer and wine for off-site consumption, a proposed 2,760 square foot convenience store, including the sale of motor vehicle fuel, a proposed 2,176 square foot car wash, and proposed a 2,535 square foot drive-thru restaurant (the “Project”). Section 9.240.440 of the Jurupa Valley Municipal Code provides that the Planning Director shall approve, conditionally approve, or disapprove the application for Substantial Conformance No. 1 to Plot Plan No. 24596 (PP24596S1) and give notice by mail of the decision, including any conditions of approval, to the applicant and any other person who has filed a written request for notice.

(b) All of the components of Master Application No. 16113 shall collectively be known as the “Project.” Change of Zone No. 16004 is the subject of this Ordinance.

Section 2. Change of Zone.

(a) The Applicant is seeking approval of Change of Zone No. 16004 to rezone 2.42 acres of the 9.64-acre subject parcel located at the northeast corner of Cantu Galleano Ranch Road and Pier Enterprises Way (APN: 106-040-044) from Industrial Park (I-P) Zone to General Commercial (C-1/C-P) Zone. 7.22 acres of the subject parcel would continue to be classified as Industrial Park (I-P) Zone.

(b) Section 9.285.010. of the Jurupa Valley Municipal Code provides that amendments to Title 9 of the Jurupa Valley Municipal Code must be made in accordance with the procedures set forth in Government Code Section 65800 *et seq.*, as now enacted or hereafter amended, and with the requirements of Title 9. Government Code Section 65853 provides that an amendment to a zoning ordinance, which amendment changes any property from one zone to another, shall be adopted in the manner set forth in Sections 65854 to 65857, inclusive.

(c) Government Code Section 65854 provides that the planning commission must hold a public hearing on the proposed amendment to a zoning ordinance, with notice of the hearing given pursuant to Government Code Section 65090 and, if the proposed amendment to a zoning ordinance affects the permitted uses of real property, also given pursuant to Government Code Section 65091. Additionally, Sections 9.285.040.(1) and (2) of the Jurupa Valley Municipal Code provide that the Planning Commission shall hold a noticed public hearing on a proposed amendment to Title 9 of the Jurupa Valley Municipal Code that proposes to change property from one zone to another.

(d) Government Code Section 65855 provides that after the hearing, the planning commission must render its decision in the form of a written recommendation to the legislative body, which must include the reasons for the recommendation, the relationship of the proposed amendment to applicable general and specific plans, and must transmit the recommendation to the legislative body in such form and manner as may be specified by the legislative body. Additionally, Section 9.285.040.(3) of the Jurupa Valley Municipal Code provides that, after closing the public hearing, the Planning Commission must render its decision within a reasonable time and transmit it to the City Council in the form of a written recommendation, which shall contain the reasons for the recommendation and the relationship of the proposed amendment to 2017 General Plan. A copy of the recommendation shall be mailed to the applicant and proof thereof shall be shown on the original transmitted to the City Council.

(e) Government Code Section 65856(a) provides that upon receipt of the recommendation of the planning commission, the legislative body must hold a public hearing. Additionally, Section 9.285.040.(4)(a) of the Jurupa Valley Municipal Code provides that upon receipt of a recommendation for approval by the Planning Commission, the City Clerk shall set the matter for public hearing before the City Council at the earliest convenient day, and give notice of the time and place of the hearing in the same manner as notice was given of the hearing before the Planning Commission.

(f) Government Code Section 65857 provides that the legislative body may approve, modify, or disapprove the recommendation of the planning commission; provided that any modification of the proposed ordinance or amendment by the legislative body not previously considered by the planning commission during its hearing, must first be referred to the planning commission for report and recommendation, but the planning commission shall not be required to hold a public hearing thereon. Additionally, Section 9.285.040.(5) of the Jurupa Valley Municipal Code provides that after closing the public hearing the City Council must render its decision within a reasonable time and may approve, modify, or disapprove the recommendation of the Planning Commission; provided, however, that any proposed modification of the Planning Commission's recommendation not previously considered by the Planning Commission must first be referred back to the Planning Commission for a report and recommendation.

Section 3. Procedural Findings. The City Council of the City of Jurupa Valley does hereby find, determine, and declare that:

(a) The application for MA No. 16113 was processed including, but not limited to a public notice, in the time and manner prescribed by State law and Jurupa Valley Ordinances.

(b) On April 22, 2020, the Planning Commission of the City of Jurupa Valley held a public hearing on MA No. 16113, at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony the Planning Commission closed the public hearing. Following a discussion of the Project the Planning Commission voted to: (1) recommend approval of MA No. 16113 by adopting Planning Commission Resolution No. 2020-04-22-0_, a Resolution of the Planning Commission of the City of Jurupa Valley Recommending that the City Council of the City of Jurupa Valley Adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, Approve General Plan Amendment No. 19004, Change of Zone No. 16004, Tentative Parcel Map No. 37679, Conditional Use Permit No. 19004, and Site Development Permit No. 19029 to Permit the Construction of a Gasoline Service Station with Concurrent Sale of Beer and Wine for Off-Premises Consumption, a Convenience Store, Including the Sale of Motor Vehicle Fuel, a Car Wash, and a Drive-Thru Restaurant on Approximately 9.64 Acres of Real Property Located at the Northeast Corner of Cantu Galleano Ranch Road and Pier Enterprises Way (APN: 106-040-044), and Make a Determination of Public Convenience or Necessity (PCN No. 19001) to Allow the Sale of Beer and Wine for Off-Premises Consumption at the Convenience Store.

(c) On May 21, 2020, the City Council held a public hearing on MA No. 16113, at which time all persons interested in the Project had the opportunity and did address the City Council on these matters. Following the receipt of public testimony the City Council continued the public hearing.

(d) On June 18, 2020, the City Council held a public hearing on MA No. 16113, at which time all persons interested in the Project had the opportunity and did address the City Council on these matters. Following the receipt of public testimony the City Council closed the public hearing.

(e) All legal preconditions to the adoption of this Ordinance have occurred.

Section 4. California Environmental Quality Act Findings. The City Council hereby makes the following environmental findings and determinations in connection with the approval of proposed Change of Zone No. 16004:

(a) Pursuant to the California Environmental Quality Act (“CEQA”) (Cal. Pub. Res. Code §21000 *et seq.*) and the State Guidelines (the “Guidelines”) (14 Cal. Code Regs. §15000 *et seq.*), City staff prepared an Initial Study of the potential environmental effects of the approval of the Project as described in the Initial Study. Based upon the findings contained in that Study, City staff determined that, with the incorporation of mitigation measures, there was no substantial evidence that the Project could have a significant effect on the environment and an MND was prepared by the City in full compliance with CEQA.

(b) Thereafter, City staff provided public notice of the public comment period and of the intent to adopt the MND as required by law. The public comment period commenced on March 24, 2020, and expired on April 13, 2020. Copies of the documents have been available for public review and inspection at City Hall, 8930 Limonite Avenue, Jurupa Valley, California 92509. The City did not receive any comments during the public review period.

(c) On April 22, 2020, the Planning Commission conducted duly noticed public hearings to consider the Project and the MND, reviewed the staff report, accepted and considered public testimony. After due consideration, the Planning Commission found that agencies and interested members of the public were afforded ample notice and opportunity to comment on the MND and the Project and approved Resolution No. 2020-04-22-02 recommending that City Council adopt the MND and a Mitigation Monitoring and Reporting Program for the Project.

(d) On June 18, 2020, the City Council, at a duly noticed public hearing, considered the proposed Project and the MND, at which time the City staff presented its report and interested persons had an opportunity to be heard and to present evidence regarding the proposed Project and the MND. Based upon the evidence presented at the hearing, including the staff report and oral testimony, the City Council, by separate Resolution No. 2020-33, adopted the MND and a Mitigation Monitoring and Reporting Program for the Project as set forth in Exhibit "A" to City Council Resolution No. 2020-33.

(e) All actions taken by City have been duly taken in accordance with all applicable legal requirements, including the California Environmental Quality Act (Cal. Pub. Resources Code § 21000 *et seq.*) ("CEQA"), and all other requirements for notice, public hearings, findings, votes and other procedural matters.

(f) The custodian of records for the MND, Mitigation Monitoring and Reporting Program, and all other materials that constitute the record of proceedings upon which the City Council's decision was based, including, without limitation, the staff reports for Master Application No. 16113, all of the materials that comprise and support the MND and all of the materials that support the staff reports for Master Application No. 16113, is the City Clerk of the City of Jurupa Valley. Those documents are available for public examination during normal business hours at the Office of the City Clerk, City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, California, 92509.

Section 5. Findings for Approval of Change of Zone. The City Council of the City of Jurupa Valley hereby finds and determines that CZ No. 16004 should be adopted because the proposed Change of Zone No. 16004 will be consistent with the City of Jurupa Valley General Plan, as amended by General Plan Amendment No. 19004, in that:

(a) The proposed C-1/C-P zoning classification would allow uses that are compatible with the General Plan land use designations of neighboring properties;

(b) The proposed Project is consistent with General Plan Policy LUE 3.11.1 (Broaden and Refine Commercial Zones): During the next 3 years, amend the zoning ordinance to allow office parks, large-scale shopping centers, specialized commercial such as medical clusters, tourist commercial, and entertainment complexes. The proposed Change of Zone No. 16004

would broaden commercial zones in the City and allow the establishment of a specialized vehicle oriented, commercial center.

(c) The proposed Project is consistent with General Plan Policy LUE 3.9 (Maintenance): Require property owners and tenants of commercial properties to properly maintain and repair buildings, landscaping, signs, and fencing to ensure they reflect community expectations for a quality environment and remain competitive with commercial facilities located outside the City. The recommended Condition of Approval would require the Applicant to maintain the gas station, convenience store, and restaurant property free of debris, weeds, abandoned vehicles, code violations, and any other factor or condition that may contribute to potential blight or crime.

Section 6. **Approval of Zone Change.** The City Council of the City of Jurupa Valley hereby rezones approximately 2.42 acres of the 9.64-acre subject parcel located at the northeast corner of Cantu Galleano Ranch Road and Pier Enterprises Way (APN: 106-040-044) from Industrial Park (I-P) Zone to General Commercial (C-1/C-P) Zone, and directs the City Manager to revise the official City of Jurupa Valley Zoning Map to designate the property as being in this new zone.

Section 7. **Severability.** If any sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

Section 8. **Effect of Ordinance.** This Ordinance is intended to supersede any ordinance or resolution of the County of Riverside incorporated by the City of Jurupa Valley that may in conflict with the terms of this Ordinance.

Section 9. **Certification.** The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

Section 10. **Effective Date.** This Ordinance shall take effect on the date provided in Government Code Section 36937.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 2nd day of July, 2020.

Anthony Kelly, Jr.
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2020-08 was introduced at a meeting of the City Council of the City of Jurupa Valley on the 18th day of June, 2020 and thereafter at a regular meeting held on the 2nd day of July, 2020, it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 2nd day of July 2020.

Victoria Wasko, City Clerk
City of Jurupa Valley

City of Jurupa Valley

STAFF REPORT

DATE: JULY 2, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: STEVE R. LORISO, P.E., CITY ENGINEER/ DIRECTOR OF PUBLIC WORKS

SUBJECT: AGENDA ITEM NO. 10.D

ADOPTION OF RESOLUTIONS REGARDING THE ANNEXATION OF ZONE S (VERNOLA MARKETPLACE APARTMENT COMMUNITY) TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED ("CITY OF JURUPA VALLEY L&LMD 89-1-C"), LOCATED AT THE NORTHWEST CORNER OF PATS RANCH ROAD AND 68TH STREET

RECOMMENDATION

1. That the City Council adopt Resolution No. 2020-49, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY INITIATING PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE S AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2021-2022 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

2. That the City Council adopt Resolution No. 2020-50, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING THE REPORT OF THE ENGINEER REGARDING THE PROPOSED ANNEXATION OF TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE S AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED FOR FISCAL YEAR 2021-22

3. That the City Council adopt Resolution No. 2020-51, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DECLARING ITS INTENTION TO ANNEX TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE S AND TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2021-2022 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS

BACKGROUND

Upon incorporation on July 1, 2011, the City of Jurupa Valley assumed the responsibility for certain City of Jurupa Valley L&LMD 89-1-C zones now within the City's jurisdictional boundaries. As such, the City is now responsible for the services and charges provided by the City of Jurupa Valley L&LMD 89-1-C zones within its boundaries. City of Jurupa Valley L&LMD No. 89-1-C currently maintains and services 50 locations throughout the City of Jurupa Valley. The District contains 32 landscaping assessment zones and 17 street lighting assessment zones. The annual levy of assessments on the parcels within the boundaries of L&LMD No. 89-1-C is consistent with the Landscaping and Lighting Act of 1972.

On February 4, 2016 the City adopted Resolution 2016-01 clarifying that the City of Jurupa Valley L&LMD 89-1-C is distinct from the County of Riverside Landscaping and Lighting Maintenance District No. 89-1-Consolidated and assumes all responsibility for such district, including annexation of territory to the district.

The parcels' owner, BMF IV Jurupa Valley Crossroads, LLC, requested annexation of the parcel into the existing City of Jurupa Valley L&LMD 89-1-C in order to cover costs associated with the maintenance of public improvements within the annexation known as Zone S. The territory proposed to be annexed includes 3 parcels identified as APNs 152-020-021, 152-020-022, and 152-020-012 generally located at the northwest corner of Pats Ranch Road and 68th Street intersection. The annexation was formed in order to maintain the street right-of-way/streetscape area which maintenance includes:

- The installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation within the Pats Ranch Road raised landscaped median;
- The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris;
- The installation or construction of related water irrigation, drainage or electrical facilities; and,
- The maintenance and/or servicing of any of the foregoing.

ANALYSIS

Adoption of Resolution Nos. 2020-49, 2020-50, and 2020-51 will allow the City of Jurupa Valley to collect funds to maintain Zone S of this Landscape and Lighting Maintenance District.

The proposed annexation will have an initial Maximum Assessment in the amount of \$1,700.00 per assessable parcel. These rates may be adjusted annually by the greater of two percent (2%) or the cumulative percentage increase in the Consumer Price Index over the base year of 2021. The owners have filed a petition representing their willingness to move forward.

Consistent with the City Council's direction regarding compliance with Article XIII D of the California Constitution and the Landscaping and Lighting Act of 1972, the attached resolutions have been prepared and a public hearing scheduled for 7:00 p.m. on August 20, 2020 to receive testimony for and against the proposed assessments.

OTHER INFORMATION

None.

FINANCIAL IMPACT

The property owners are responsible for the annual payments of the special assessment. The City will file the special assessment with the County Auditor-Controller for inclusion on the annual property tax roll. The property owners have posted a deposit with their application to form Zone S, in order to cover City costs incurred in connection with the annexation. Approval of this resolution does not in any way commit the City to any financial contribution or liability by Zone S. The City's cost to administer Zone S annually will be reimbursed through the special assessment charged to property owners.

The revenue from this special assessment will be deposited into City of Jurupa Valley L&LMD 89-1-C and will be used to pay for the services as listed above. Both the revenue and expenses will be part of the City's FY 2021-2022 Adopted Budget, and there is no anticipated impact to the general fund.

ALTERNATIVES

1. Take no action.
2. Provide staff with further direction.

Prepared by:



Carolina Fernandez, E.I.T.
Assistant Engineer

Reviewed by:



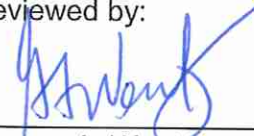
Steve R. Loriso, P.E.
City Engineer /Public Works Director

Reviewed by:



Connie Cardenas
Director of Administrative Services

Reviewed by:



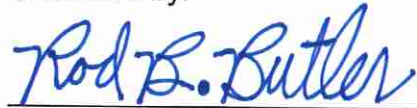
George A. Wentz
Deputy City Manager

Approved as to form:



Peter Thorson
City Attorney

Submitted by:



Rod Butler
City Manager

Attachments :

- 1) Resolution No. 2020-49
- 2) Resolution No. 2020-50
- 3) Resolution No. 2020-51
- 4) Engineer's Report

RESOLUTION NO. 2020-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE S AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2021-2022 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City Council of the City of Jurupa Valley proposes to annex territory, described below in Section 2 of this Resolution, to an existing landscaping and lighting district located within the City of Jurupa Valley, which was established pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act") and which is designated as City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated (hereinafter referred to as the "District") and to levy and collect assessments pursuant to the Act and Article XIII D of the California Constitution against lots and parcels within such territory to pay for the costs and expenses of the improvements described below in Section 3 of this Resolution for the fiscal year commencing July 1, 2021 and ending June 30, 2022.

Section 2. The territory proposed to be annexed to the District includes 3 parcels identified as Assessor Parcel Numbers (APNs) 152-020-021, 152-020-022, 152-020-012 located on Pats Ranch Road between Limonite Avenue and Bellegrave Avenue. Such territory is shown on a map on file in the office of the City Clerk and open to public inspection.

Section 3. The proposed improvements are briefly described as follows: The installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation within the Pats Ranch Road raised landscaped median; the installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris; the installation or construction of water irrigation, drainage or electrical facilities; and the maintenance and/or servicing of any of the foregoing.

Section 4. After the proposed territory is annexed to the District, the District shall continue to be designated as City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated.

Section 5. Lots or parcels of land within the territory proposed to be annexed to the District that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California, or the United States shall be assessed unless the City

demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

Section 6. The City Council hereby orders the City Engineer, or his designee, to prepare and file with the City Clerk a report in writing in connection with the annexation of territory described herein to the District and the levy and collection of assessments against lots and parcels of land within such territory. This report shall be prepared in accordance with the Act and Section 4 of Article XIII D of the California Constitution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 2nd day of July, 2020.

Anthony Kelly, Jr.
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-49, was duly passed and adopted at a special meeting of the City Council of the City of Jurupa Valley on the 2nd day of July 2020 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 2nd day of July 2020.

Victoria Wasko, City Clerk
City of Jurupa Valley

RESOLUTION NO. 2020-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THE REPORT OF THE ENGINEER REGARDING THE PROPOSED ANNEXATION OF TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE S AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF JURUPA VALLEY LIGHTING DISTRICT NO. 89-1-CONSOLIDATED FOR FISCAL YEAR 2021-2022

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City Council of the City of Jurupa Valley, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act"), did by previous resolution order the City Engineer, or the City Engineer's designee, to prepare and file a written report in accordance with the Act and Article XIII D of the California Constitution in connection with the proposed annexation of territory to City of Jurupa Valley Lighting District No. 89-1-Consolidated as Zone S and the levy and collection of assessments against lots and parcels of land within City of Jurupa Valley Lighting District No. 89-1-Consolidated for the fiscal year commencing July 1, 2021 and ending June 30, 2022.

Section 2. The Engineer has prepared and filed with the City Clerk of the City of Jurupa Valley and the City Clerk has presented to the City Council such report entitled "Engineer's Report for City of Jurupa Valley Landscape & Lighting Maintenance District No. 89-1-Consolidated, Zone S, Vernola Marketplace Apartment Community" (the "Report").

Section 3. The City Council has carefully examined and reviewed the Report, and the Report is hereby approved as filed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 2nd day of July 2020.

Anthony Kelly, Jr.
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-50, was duly passed and adopted at a special meeting of the City Council of the City of Jurupa Valley on the 2nd day of July 2020 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 2nd day of July 2020.

Victoria Wasko, City Clerk
City of Jurupa Valley

RESOLUTION NO. 2020-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE S AND TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2021-2022 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. Pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act") and as provided by Article XIII D of the California Constitution, the City Council of the City of Jurupa Valley, by previous Resolution, has initiated proceedings for the annexation of territory described below in Section 4 of this Resolution to City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated (hereinafter referred to as the "District") as Zone S, and the levy and collection of assessments against the lots and parcels of land within such territory for fiscal year 2021-2022 to pay for the costs and expenses of the improvements described below in Section 6 of this Resolution.

Section 2. The Engineer selected by the City Council has prepared and filed with the City Clerk of the City of Jurupa Valley and the City Clerk has presented to the City Council a report in connection with the proposed annexation of territory to the District and the levy and collection of assessments against the lots and parcels of land within such territory for fiscal year 2021-2022, and the City Council did by previous Resolution approve such report.

Section 3. The City Council hereby declares its intention to order the annexation of territory described below in Section 4 of this Resolution to the District and to levy and collect assessments against the lots and parcels of land within such territory for fiscal year 2021-2022 to pay for the costs of the improvements described below in Section 6 of this Resolution. The Council hereby determines that the public interest requires this annexation to the District and levy and collection of assessments.

Section 4. The territory proposed to be annexed to the District includes 3 parcels identified as Assessor Parcel Numbers (APNs) 152-020-021, 152-020-022, and 152-020-012 located at the northwest corner of Pats Ranch Road and 68th Street. Such territory is shown on a map on file in the office of the City Clerk and open to public inspection.

Section 5. After the proposed territory is annexed to the District, the District shall continue to be designated as City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated.

Section 6. The proposed improvements are briefly described as follows: The installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation within the Pats Ranch Road raised landscaped median; the installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris; the installation or construction of water irrigation, drainage or electrical facilities; and the maintenance and/or servicing of any of the foregoing.

Section 7. Lots or parcels of land within the District that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California, or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

Section 8. Reference is hereby made to the report of the Engineer entitled "Engineer's Report for City of Jurupa Valley Landscape & Lighting Maintenance District 89-1-Consolidated, Zone S, Vernalia Marketplace Apartment Community" on file with the City Clerk for a full and detailed description of the improvements, the boundaries of the territory proposed to be annexed to the District, the boundaries of the existing District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the territory proposed to be annexed to the District.

Section 9. NOTICE IS HEREBY GIVEN THAT THURSDAY, THE 20TH DAY OF AUGUST 2020, AT 7:00 P.M. OR AS SOON AS POSSIBLE THEREAFTER, IN THE CITY COUNCIL CHAMBERS AT 8930 LIMONITE AVENUE, JURUPA VALLEY, CALIFORNIA, IS THE TIME AND PLACE FIXED FOR A PUBLIC HEARING BY THE CITY COUNCIL ON THE QUESTION OF THE ANNEXATION OF THE TERRITORY TO THE DISTRICT DESCRIBED ABOVE IN SECTION 4 OF THIS RESOLUTION TO THE DISTRICT AND THE LEVY AND COLLECTION OF THE ASSESSMENT FOR FISCAL YEAR 2021-2022 AGAINST THE LOTS AND PARCELS OF LAND WITHIN SUCH TERRITORY. All interested persons shall be afforded the opportunity to hear and be heard.

Section 10. The City Clerk is hereby authorized and directed to give notice of such hearing as provided by law by causing a notice of the public hearing and an assessment ballot to be mailed by first class mail to the record owners of the parcels in the territory proposed to be annexed to the District no less than 45 days before the date of the public hearing.

Section 11. The City Council hereby designates Victoria Wasko, City Clerk, 8930 Limonite Avenue, Jurupa Valley, California, (951) 332-6464 to answer inquiries regarding the hearing, protest proceedings, and procedural or technical matters.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley
on this 2nd day of July 2020.

Anthony Kelly, Jr.
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-51, was duly passed and adopted at a special meeting of the City Council of the City of Jurupa Valley on the 2nd day of July 2020 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 2nd day of July 2020.

Victoria Wasko, City Clerk
City of Jurupa Valley

CITY OF JURUPA VALLEY



ENGINEER'S REPORT FOR
CITY OF JURUPA VALLEY
LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICT
NO. 89-1-CONSOLIDATED

ZONE S

Vernola Marketplace Apartment Community

JULY 2020

Prepared By:



HR Green Pacific
1260 Corona Pointe Court, Suite 305
855.900.4742

www.hrgreen.com

8930 Limonite Avenue | Jurupa Valley, CA 92509

Table of Contents

EXECUTIVE SUMMARY 4

 INTRODUCTION 4

 DEFINITIONS..... 4

PART I – BOUNDARIES OF THE DISTRICT..... 6

 LOCATION OF THE ASSESSMENT ZONE..... 6

PART II – PLANS AND SPECIFICATIONS FOR CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE S..... 7

 LANDSCAPING IMPROVEMENTS 7

PART III – FINANCIAL ANALYSIS 9

 INTRODUCTION 9

 MAXIMUM ASSESSMENT METHODOLOGY 9

 COST ESTIMATE..... 10

PART IV – ASSESSMENT DIAGRAM..... 13

PART V – ASSESSMENT ROLLS..... 13

AGENCY: CITY OF JURUPA VALLEY
SUBJECT: ANNEXATION OF RUBIDOUX CARWASH TO CITY OF JURUPA VALLEY LANDSCAPE
AND LIGHTING MAINTENANCE DISTRICT NO.89-1-CONSOLIDATED ("CITY OF JURUPA
VALLEY L&LMD NO.89-1-C") AS ZONE S
TO: CITY OF JURUPA VALLEY CITY COUNCIL

Pursuant to the direction from the City Council of the City of Jurupa Valley ("City Council"), California, this Engineer's Report ("Report") is prepared and hereby submitted for the City of Jurupa Valley ("City") in compliance with the provisions of Section 22565 through 22574 of the Landscaping and Lighting Act of 1972 ("1972 Act"), said Act being Part 2 of Division 15 of the Streets and Highways Code of the State of California, Section 4 of Article XIII D of the California Constitution.

This Report provides for the annexation of a portion of Rubidoux Carwash to City of Jurupa Valley L&LMD No. 89-1-C as Zone S and establishes the Maximum Assessment to be levied in the Fiscal Year commencing July 1, 2021 to June 30, 2022 (2021-2022) and continuing in all subsequent Fiscal Years, for this area to be known and designated as:

CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE S

Vernola Marketplace Apartment Community

I do hereby assess and apportion the total amount of the costs and expenses upon several parcels of land within said designated area liable therefor and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said services.

NOW, THEREFORE, I, the appointed ENGINEER, acting on behalf of the City of Jurupa Valley, pursuant to the 1972 Act, do hereby submit the following:

Pursuant to the provisions of law, the costs and expenses of the Zone have been assessed upon the parcels of land in the Zone benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein.

As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the Zone, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said Zone as they exist, as of the date of this Report, each of which subdivisions of land or parcels or lots, respectively, have been assigned a parcel/lot number within a specific tract and indicated on said Assessment Diagram/Boundary Map and in the Assessment Roll contained herein.

The separate numbers given the subdivisions and parcels of land, as shown on said Assessment Diagram/Boundary Map and Assessment Roll, correspond with the numbers assigned to each parcel by the Riverside County Assessor. Reference is made to the County Assessor Roll for a description of the lots or parcels.

As of the date of this Report, there are no parcels or lots within Zone S that are owned by a federal, state or other local governmental agency that will benefit from the services to be provided by the assessments to be collected.

July 2, 2020.

A handwritten signature in black ink, appearing to read 'SLR', is written over a horizontal line.

Steve Loriso, R.C.E. 64701

EXECUTIVE SUMMARY

INTRODUCTION

Pursuant to the provisions of law, the costs and expenses of the Zone have been assessed upon the parcels of land in the Zone benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein. On this 2nd day of July, 2020 the City Council, City of Jurupa Valley, State of California, ordering the preparation of the Report providing for the annexation of a portion of Rubidoux Carwash to L&LMD No. 89-1-C as Zone S did, pursuant to the provisions of the 1972 Act, being Division 15 of the Streets and Highways Code of the State of California, adopt Resolution No. 2020-XX for a special assessment district zone known and designated as:

ZONE S

VERNOLA MARKETPLACE APARTMENT COMMUNITY

The annexation of Zone S fronts the parcels of land within the residential development known as Vernola Marketplace Apartment Community. As of the date of this report, the zone is along three assessable parcels; also identified by the Assessor Parcel Number(s) 152-020-021, 152-020-022, and 152-020-012. As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the Zone, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said Zone as they exist, as of the date of this Report, each of which subdivisions of land or parcels or lots, respectively, have been assigned a parcel/lot number within a specific tract and indicated on the Assessment Diagram/Boundary Map and in the Assessment Roll contained herein.

The following report presents the engineering analysis for the annexation of Zone S and the establishment of the Maximum Assessment to be levied and collected commencing Fiscal Year 2021-2022 and all subsequent fiscal years.

DEFINITIONS

| | |
|--------------------------------------|--|
| Agency – | Means the local government, City of Jurupa Valley. |
| Capital cost – | Means the cost of acquisition, installation, construction, reconstruction, or replacement of a permanent public improvement by the Agency. |
| District – | Means an area determined by the Agency to contain all parcels which will receive a special benefit from a proposed public improvement of property-related service. |
| Maintenance and operation expenses – | Means the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care, and supervision necessary to properly operate and maintain a permanent public improvement. |

Ad Valorem Reduction – The corresponding general benefit value of the improvements.

Special benefit – Means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

PART I – BOUNDARIES OF THE DISTRICT

LOCATION OF THE ASSESSMENT ZONE

Zone S shall consist of a benefit zone fronting the properties within the residential development known as Vernola Marketplace Apartment Community. The proposed improvements described in this Report are based on current development and improvement plans provided as of the date of this Report.

Zone S is generally located at the northwest corner of Pats Ranch Road and 68th Street intersection, between Limonite Avenue and Bellegrave Avenue, in the City of Jurupa Valley, in the County of Riverside, State of California. At the time of this assessment, the assessment zone includes 3 assessable parcels and zero non-assessable parcels. Zone S is along all lots/units, parcels, and subdivisions of land located in the following development area:

Vernola Marketplace Apartment Community – Assessor Parcel Numbers as of date of this Report:
152-020-021, 152-020-022, 152-020-012

PART II – PLANS AND SPECIFICATIONS FOR CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE S

The services to be funded by City of Jurupa Valley L&LMD No. 89-1-C Zone S include the landscape and irrigation improvements for the raised landscaped median on Pats Ranch Road along the frontage of the residential development designated as Vernola Marketplace Apartment Community as well as two streetlights servicing the community. The proposed improvements, the associated costs, and assessments have been carefully reviewed, identified, and allocated based on:

- a. Level of Service
- b. Improvement Types
- c. Proximity to Improvement
- d. Levels of Special Benefit from Zone (on Public versus Private)

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping, dedicated easements for landscape use, and appurtenant facilities. The 1972 Act further provides that assessments may be apportioned upon all assessable lot(s) or parcel(s) of land within an assessment district in proportion to the estimated benefits to be received by each lot or parcel from the improvements rather than by assessed value.

It was determined that the improvements identified by this report will directly benefit the parcels to be assessed within Zone S. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape improvements within the existing district as well as provide for annual maintenance of those improvements and the assessment revenues generated by the Zone will be used solely for such purpose.

LANDSCAPING IMPROVEMENTS

The assessment will provide for landscaping servicing and maintenance on public right-of-way and as approved by the City during the Site Development (SDP31416) approval. The following apply:

1. Servicing: the furnishing of water for the irrigation of any landscaping or the maintenance of any other improvements.
2. Maintenance: the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including the repair, removal, or replacement of all of part of landscape improvements. Maintenance shall also include tree trimming for the trees identified on the approved L&LMD Landscape Plans for Zone S.

The benefits associated with landscaping improvements include:

1. Enhanced environmental quality of the parcels through improved erosion resistance, dust and debris control, and fire protection.
2. Reduced criminal activity and property-related crimes (especially vandalism) against properties through well-maintained surrounding and amenities.

3. Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuation noise.

STREET LIGHTING IMPROVEMENTS

The assessment will provide for the operating energy cost of the street lights servicing the Vernola Marketplace Apartment Community as shown in the Street Lighting Improvement Plans prepared for this development (IP19-006) development and approved by the City Engineer.

The benefits associated with streetlight improvements include:

1. Enhanced deterrence of crime such as vandalism and other criminal activities which would reduce damage to improvements or property.
2. Improved visibility to assist police in the protection of property.
3. Improved visibility for egress from and ingress to the property.

There are two (2) streetlights considered for this assessment that are requirements for the development of the new community.

PART III – FINANCIAL ANALYSIS

INTRODUCTION

The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided by the Zone to fairly apportion the costs based on the estimated benefit to each parcel.

The landscaping and streetlight improvements within Zone S provide direct and special benefit to the lots or parcels within the Zone. Therefore, the maintenance of these improvements also provides direct and special benefit by maintaining the functionality of the improvements and allowing the improvements to operate in a proper manner.

Because all benefiting properties consist of a uniform land use, it is determined that all residential parcels benefit equally from the improvements and the costs and expenses for the maintenance and servicing of landscaping and streetlight are apportioned on a per parcel basis.

The total benefit from the works of improvement is a combination of the special benefits to the parcels within the Zone and the general benefits to the public at large and to adjacent property owners. A portion of the total maintenance costs for the landscaping and streetlights, if any, associated with general benefits will not be assessed to the parcels in the Zone, but will be paid from other City of Jurupa Valley funds.

No property is assessed in excess of the reasonable cost of the proportional special benefit conferred on that property. Additionally, because the benefiting properties consist of a uniform land use (residential), it is determined that each of the parcels within the Zone benefit equally from the improvements. Therefore, the proportionate share of the costs and expenses for the provisions of landscaping and streetlights, as well as costs and expenses for the maintenance of the landscaping and streetlights are apportioned equally on a per parcel basis.

MAXIMUM ASSESSMENT METHODOLOGY

The following methodology was adopted by City Council in Resolution No. 2016-01 dated February 4, 2016. Such methodology has been maintained in preparation of this Report. The purpose of establishing a Maximum Assessment formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which would add to the Zone S costs and assessments.

The Maximum Assessment formula shall be applied to all assessable parcels of land within the Zone. For Zone S, the initial Maximum Assessment(s) for Fiscal Year 2021-2022 are as follows:

1. The initial Total Maximum Assessment established within Zone S (Vernola Marketplace Apartment Community) shall be \$5,000.00.
2. The initial Maximum Assessment per assessable parcel established within Zone S (Vernola Marketplace Apartment Community) is anticipated to be \$1,700.00.

The initial Maximum Assessment is subject to an annual inflator starting in Fiscal Year 2021-2022. The initial Maximum Assessment shall be adjusted by the greater of two percent (2%) or the cumulative percentage increase in the CPI-U Index published by the Bureau of Labor Statistics of the United States Department of Labor.

The Maximum Assessment is adjusted annually and is calculated independent of Zone S's annual budget and proposed annual assessment. The proposed annual assessment (rate per assessable parcel) applied in any fiscal year is not considered to be an increased assessment if less than or equal to the Maximum Assessment amount. In no case shall the annual assessment exceed the Maximum Assessment.

Although the Maximum Assessment will increase each year, the actual Zone S assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish reasonable limits on Zone S assessments. The Maximum Assessment calculated each year does not require or facilitate an increase of the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessments for the fiscal year require an increase and the increase is more than the adjusted Maximum Assessment, it is considered an increased assessment.

To impose an increase assessment, the City of Jurupa Valley must comply with the provisions of the California Constitution Article XIII D Section 4c, that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owner through the balloting process must approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for Zone S. If the proposed assessment is not approved, the City may not levy an assessment greater than the adjusted Maximum Assessment previously established for Zone S.

COST ESTIMATE

The Ad Valorem reduction is the corresponding general benefit value of the improvements, and it is determined by identifying the general public benefit from the installation and upkeep of the improvements identified on this report. All proposed landscape, water quality improvements, and irrigation improvements contained within this report are located directly in front of the assessed zone and the construction and installation of the improvements were only necessary for the development of properties within the Zone. Therefore, it was determined that any public access or use of these local improvements by others is incidental and there is no measurable general benefit to properties outside the one or to the public at large. The Ad Valorem reduction for this assessment is zero.

The proposed lighting improvements contained within this report are located directly in front of the assessed zone and the construction and installation of the improvements were necessary for the development of properties within the Zone.

The Assessment for each assessable parcel within Zone S is calculated by dividing the total Annual Balance to Levy minus the Ad Valorem Reduction by the total number of assessable subdivided parcels within Zone S to determine the Annual Assessment per assessable parcel.

$$\frac{\text{Annual Balance to Levy} - \text{Ad Valorem Reduction}}{\text{Total number of assessable parcels}} = \text{Annual Assessment per assessable parcel}$$

The Annual Balance to Levy is the Total Annual Landscaping Costs plus the Total Annual Streetlight Costs as seen in the following summary table:

CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE S
VERNOLA MARKETPLACE APARTMENT COMMUNITY
FY 2021-2022

Total Assessable Parcels: 3

| Cost Description | Total Cost for Zone S | Cost per Parcel for Zone S |
|---|--------------------------|-------------------------------|
| <u>Street Lighting:</u> | | |
| Annual Energy Charge of \$126 per street light for 2 Street Lights | \$252.00 | \$84.00 |
| – 82 Watt LED : | | |
| Administration : | \$22.00 | \$8.00 |
| Operating Reserve : | \$25.00 | \$8.00 |
| TOTAL ANNUAL STREET LIGHTING ASSESSMENT : | \$299.00 | \$100.00 |
| <u>Landscaping:</u> | | |
| Annual Landscaping Maintenance: | \$2,765.00 | \$922.00 |
| Mulch: | \$288.00 | \$96.00 |
| Tree Trimming: | \$225.00 | \$75.00 |
| Water Meter: | \$59.00 | \$20.00 |
| Electricity: | \$300.00 | \$100.00 |
| Calsense Single: | \$250.00 | \$83.00 |
| Backflow Certificate: | \$50.00 | \$17.00 |
| Total Landscaping Maintenance Costs: | \$3,937.00 | \$1,313.00 |
| Administration: | \$335.00 | \$112.00 |
| Operating Reserve: | \$394.00 | \$131.00 |
| TOTAL ANNUAL LANDSCAPING COSTS: | \$4,700.00* | \$1,600.00* |
| TOTAL ANNUAL STREET LIGHTING AND LANDSCAPING ASSESSMENT: | \$5,000.00* | \$1,700.00* |
| INITIAL MAXIMUM ASSESSMENT PER ASSESSABLE LOT/UNIT OR PARCEL : | | \$1,700.00 |


*Rounded to the nearest hundred.

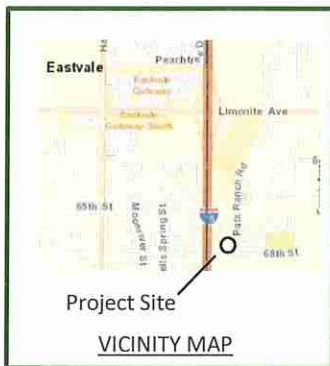
PART IV – ASSESSMENT DIAGRAM

(See next page)

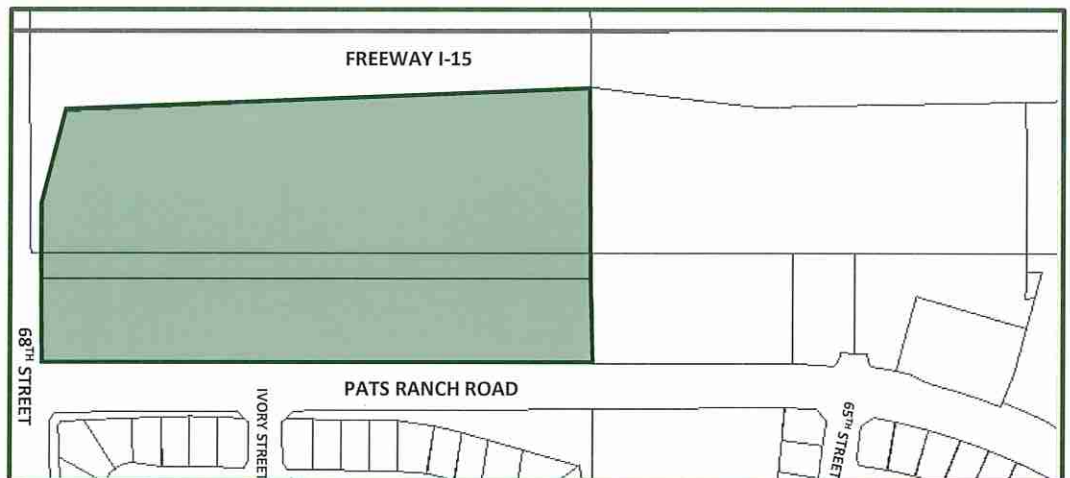
ASSEMENT DIAGRAM/ BOUNDARY MAP
CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICT NO. 89-1- CONSOLIDATED
ZONE S

CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
POR SO ¼ SEC.30, T.2S, R.6W

 Subzone Boundary



For details concerning the lines and dimensions of the applicable Assessor's Parcel numbers, refer to the County Assessor's Map as of the date of the Report.



ASSESSOR'S PARCEL NUMBER AS
OF DATE OF ENGINEER'S REPORT

152-020-021
152-020-022
152-020-012



PART V – ASSESSMENT ROLLS

Parcel identification for each parcel within Zone S shall be the parcels as shown on the Riverside County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. Zone S includes the following Assessor's Parcel Numbers (APNs) as of the date of this Report: 152-020-021, 152-020-022, 152-020-012.

The initial Maximum Assessment shall be adjusted annually by the greater of two percent (2%) or the cumulative percentage increase in the CPI-U for All Items Index published by the BLS.

When subdivided, the initial Maximum Assessments per assessable parcel for Zone S are as follows:

| Parcel No. | Maximum Assessment |
|-------------|--------------------|
| 152-020-021 | \$1,700.00 |
| 152-020-022 | \$1,700.00 |
| 152-020-012 | \$1,700.00 |

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DECLARING ITS INTENTION TO ANNEX TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE S AND TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2021-2022 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. Pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act") and as provided by Article XIII D of the California Constitution, the City Council of the City of Jurupa Valley, by previous Resolution, has initiated proceedings for the annexation of territory described below in Section 4 of this Resolution to City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated (hereinafter referred to as the "District") as Zone S, and the levy and collection of assessments against the lots and parcels of land within such territory for fiscal year 2021-2022 to pay for the costs and expenses of the improvements described below in Section 6 of this Resolution.

Section 2. The Engineer selected by the City Council has prepared and filed with the City Clerk of the City of Jurupa Valley and the City Clerk has presented to the City Council a report in connection with the proposed annexation of territory to the District and the levy and collection of assessments against the lots and parcels of land within such territory for fiscal year 2021-2022, and the City Council did by previous Resolution approve such report.

Section 3. The City Council hereby declares its intention to order the annexation of territory described below in Section 4 of this Resolution to the District and to levy and collect assessments against the lots and parcels of land within such territory for fiscal year 2021-2022 to pay for the costs of the improvements described below in Section 6 of this Resolution. The Council hereby determines that the public interest requires this annexation to the District and levy and collection of assessments.

Section 4. The territory proposed to be annexed to the District includes 3 parcels identified as Assessor Parcel Numbers (APNs) 152-020-021, 152-020-022, and 152-020-012 located at the northwest corner of Pats Ranch Road and 68th Street. Such territory is shown on a map on file in the office of the City Clerk and open to public inspection.

Section 5. After the proposed territory is annexed to the District, the District shall continue to be designated as City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated.

Section 6. The proposed improvements are briefly described as follows: The installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation within the Pats Ranch Road raised landscaped median; the installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris; the installation or construction of water irrigation, drainage or electrical facilities; and the maintenance and/or servicing of any of the foregoing.

Section 7. Lots or parcels of land within the District that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California, or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

Section 8. Reference is hereby made to the report of the Engineer entitled "Engineer's Report for City of Jurupa Valley Landscape & Lighting Maintenance District 89-1-Consolidated, Zone S, Vernola Marketplace Apartment Community" on file with the City Clerk for a full and detailed description of the improvements, the boundaries of the territory proposed to be annexed to the District, the boundaries of the existing District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the territory proposed to be annexed to the District.

Section 9. NOTICE IS HEREBY GIVEN THAT THURSDAY, THE 20TH DAY OF AUGUST 2020, AT 7:00 P.M. OR AS SOON AS POSSIBLE THEREAFTER, IN THE CITY COUNCIL CHAMBERS AT 8930 LIMONITE AVENUE, JURUPA VALLEY, CALIFORNIA, IS THE TIME AND PLACE FIXED FOR A PUBLIC HEARING BY THE CITY COUNCIL ON THE QUESTION OF THE ANNEXATION OF THE TERRITORY TO THE DISTRICT DESCRIBED ABOVE IN SECTION 4 OF THIS RESOLUTION TO THE DISTRICT AND THE LEVY AND COLLECTION OF THE ASSESSMENT FOR FISCAL YEAR 2021-2022 AGAINST THE LOTS AND PARCELS OF LAND WITHIN SUCH TERRITORY. All interested persons shall be afforded the opportunity to hear and be heard.

Section 10. The City Clerk is hereby authorized and directed to give notice of such hearing as provided by law by causing a notice of the public hearing and an assessment ballot to be mailed by first class mail to the record owners of the parcels in the territory proposed to be annexed to the District no less than 45 days before the date of the public hearing.

Section 11. The City Council hereby designates Vicki Wasco, City Clerk, 8930 Limonite Avenue, Jurupa Valley, California, (951) 332-6464 to answer inquiries regarding the hearing, protest proceedings, and procedural or technical matters.

PASSED, APPROVED, and ADOPTED this 2nd day of July 2020, by the following called
vote:

Anthony Kelly, Jr.
Mayor

ATTEST:

City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-____ was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 2nd day of July 2020 by the following vote, to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 2nd day of July 2020.

Victoria Wasko, City Clerk
City of Jurupa Valley

City of Jurupa Valley

STAFF REPORT

DATE: JULY 2, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: TIM JONASSON, P.E., SENIOR MANAGER - DEVELOPMENT
SERVICES & ECONOMIC DEVELOPMENT

SUBJECT: AGENDA ITEM NO. 10.E

**LOCAL ECONOMIC ASSISTANCE PROGRAM (LEAP) POLICIES AND
PROCEDURES AND CITY MANAGER AUTHORIZATION TO ENTER
INTO LEAP GRANT AGREEMENTS**

RECOMMENDATION

1. That the City Council receive and file a report from City Staff and GRC Associates, Inc. outlining the Local Economic Assistance Program Policies & Procedures
2. That the City Council adopt Resolution No. 2020-52, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA
VALLEY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE
LOCAL ECONOMIC ASSISTANCE PROGRAM GRANT AGREEMENTS**

BACKGROUND

On June 4, 2020, the City Council authorized an amendment to the 2019-20 Annual Action Plan by adopting Resolution No. 2020-41. In adopting the Amended 2019-20 Annual Action Plan, the City Council directed \$350,000.00 towards a Local Economic Assistance Program ("LEAP"). The allocation included \$300,000.00 in grant funds to be made available to local businesses that meet CDBG-CV guidelines and other criteria established by the City. On June 18, 2020, the City Council approved a \$50,000.00 agreement with GRC Associates, Inc. ("GRC") to administer the LEAP.

The intent of the LEAP is to provide direct economic relief to businesses that have been negatively impacted by the COVID-19 pandemic. A variety of Federal stimulus programs have been made available to businesses to offset some of the economic damage caused by COVID-19. Unfortunately, many small businesses were unsuccessful in obtaining

funds made available through various Federal programs. In particular, small and micro-enterprise businesses with low administrative capacity were unable to obtain economic relief.

ANALYSIS

Over the past few months, the City Council has provided City staff and GRC with the policy input needed to construct the LEAP Policies & Procedures document (Attachment B). The LEAP policies have been made with an emphasis on simplicity and user-friendliness. Previous COVID-19 stimulus efforts, namely the high-profile Federal Paycheck Protection Program (“PPP”), were unsuccessful in delivering economic relief to many small and micro-enterprise businesses. The complexity of the PPP and similar programs had burdensome application requirements that made it difficult for small firms with low administrative capacity to participate. In contrast, the LEAP is administratively efficient for both the City and small business applicants.

| Eligible Businesses | Ineligible Businesses |
|--|---|
| <ul style="list-style-type: none"> • For-profit business physically located within the City of Jurupa Valley, preferably in a storefront building in commercial or industrial areas of City. • Business and owner must be in good standing with the City of Jurupa Valley. • Business must be registered with the City of Jurupa Valley per the business registration process. If a business was not aware that they were subject to the City’s business registration process, they must complete that process before applying to this program. • Business has 50 employees or less. • Owner is 18 years or older. • Business or owner has a DUNS number, or will have applied for one by the time the funding is granted (https://fedgov.dnb.com) • Owner has a valid Employee Identification Number. | <ul style="list-style-type: none"> • Businesses located outside the City of Jurupa Valley • Non-profit organizations • Passive real estate investments • Home-based businesses • Government organizations • Businesses that limit patrons to 18 and older • Businesses that have received other Federal funding, such as funding from the Economic Injury Disaster Loan (EDL), the Paycheck Program (PPP), or SBA Economic Injury Disaster Loan Funding programs |

| | |
|---|--|
| <ul style="list-style-type: none"> • Business has a bank account. • Business is not currently in bankruptcy, and has not declared bankruptcy within the last 7 years. • Business is current with property taxes, City fees, and other applicable local, County and state fees and requirements. • The business must prove their business has been negatively affected by COVID-19. • Business and owner must not be listed on the Federal Debarred list (SAMS Search). • Business must disclose any recent or current litigation. | |
|---|--|

The LEAP provides grants of up to \$10,000 for small business (6-50 employees) and \$7,000 for micro-enterprises (5 or less employees). Businesses can use these funds to pay rent, make mortgage payments on business property, and payroll. To qualify to receive a grant, applicant businesses must submit documentation that demonstrates that they will either maintain or retain a certain level of low-moderate income employees. The latest income brackets which define low-moderate income are provided in the table below:

| Income Limit Category | Persons in Household | | | | | | | |
|-----------------------------------|----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Extremely Low (30%) Income Limits | \$ 15,850 | \$ 18,100 | \$ 21,720 | \$ 26,200 | \$ 30,680 | \$ 35,160 | \$ 39,640 | \$ 44,120 |
| Very Low (50%) Income Limits | \$ 26,400 | \$ 30,150 | \$ 33,900 | \$ 37,650 | \$ 40,700 | \$ 43,700 | \$ 46,700 | \$ 49,700 |
| Low (80%) Income Limits | \$ 42,200 | \$ 48,200 | \$ 54,250 | \$ 60,250 | \$ 65,100 | \$ 69,900 | \$ 74,750 | \$ 79,550 |

Based on 2020 Median Family income for Riverside County of \$75,300.

Micro-enterprises faced the greatest difficulty in applying for and receiving relief from the various COVID-19 economic stimulus programs. In response, City staff recommends a program budget that reserves up to ten grants for micro-enterprise businesses.

| | |
|------------------------------|--------------|
| Total Budget | \$300,000.00 |
| Micro-Enterprise Grants Goal | \$70,000.00 |
| Small Business Grants Goal | \$230,000.00 |

Some of the proposed eligibility criteria was developed as a result of City Council input. Applicant businesses must have a valid City business registration (if applicable). If a business does not have an active business registration, they must obtain the registration before applying. Businesses that limit patrons to 18 years of age or older (liquor stores, tobacco shops, marijuana retail, etc.) are ineligible under the LEAP guidelines as proposed. Home-based businesses are also ineligible under the LEAP guidelines as proposed.

If approved, the City plans to implement the LEAP on or before July 8, 2020. Potential applicants will be invited to complete an initial screening survey. The intent of the screening survey is to pre-qualify businesses that meet the LEAP guidelines up front. The intent of the pre-qualification process is to prevent both the City and applicant businesses from incurring the administrative burden of submitting a full application only to discover that the business is ineligible. The pre-qualification survey will be made available on the City's website. The City will keep the pre-qualification process open for 7-10 business days. The list of qualified businesses generated through the pre-qualification process will be used to invite businesses to submit a full grant application.

Similar to the City's home rehabilitation program, GRC will chaperone applicant businesses through the full application process. After the closure of the application period, GRC will construct an eligibility list of businesses that fully qualify for funding. Then, GRC will work with City staff to conduct a lottery process. Small businesses that propose to hire or retain more than one employee will be prioritized over businesses that propose to hire or retain one employee. If unobligated funds remain after the first lottery process is conducted, the City will re-open the application process for another round of funding and repeat the process until all funds are obligated.

The decision to prioritize businesses that propose to retain or hire more than one employee was made in response to the City Council's direction to add a merit component to the program. This solution keeps the program administratively efficient while rewarding businesses that hire several people.

Resolution No. 2020-52 authorizes the City Manager to execute LEAP grant agreements between the City and grantee businesses. This resolution mimics the authorization given to the City Manager to execute agreements between the City and home rehabilitation grantees.

FINANCIAL IMPACT

The adopted Amended 2019-20 Annual Action Plan provided an additional \$300,000.00 in small business grant funding. All funds awarded through the Local Economic Assistance Program guidelines are recoverable as part of the City's CDBG-CV grant allocation.

ALTERNATIVES

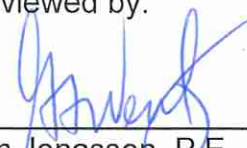
1. Do not approve the draft Local Economic Assistance Program (LEAP) Policies & Procedures
2. Do authorize Resolution No. 2020-52
3. Provide alternate direction to Staff.

Prepared by:



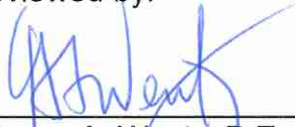
Sean McGovern
Senior Management Analyst

Reviewed by:

for 

Tim Jonasson, P.E.
Senior Manager – Development
Services & Economic Development

Reviewed by:



George A. Wentz, P.E.
Deputy City Manager

Reviewed by:



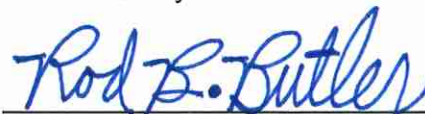
Connie Cardenas
Administrative Services Director

Approved as to Form:



Peter M. Thorson
City Attorney

Submitted by:



Rod B. Butler
City Manager

Attachments:

- A) Resolution No. 2020-52
- B) Draft Local Economic Assistance Program (LEAP) Policies & Procedures

RESOLUTION NO. 2020-52

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING THE
CITY MANAGER TO EXECUTE LOCAL ECONOMIC
ASSISTANCE PROGRAM GRANT AGREEMENTS**

**THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES RESOLVE
AS FOLLOWS:**

Section 1. The City Council does hereby find determine and declare that:

A. On June 4, 2020, the City Council authorized a total of \$350,000 to be spent on the Local Economic Assistance Program (“LEAP”), which directs economic relief to businesses in Jurupa Valley that were adversely impacted by the COVID-19 pandemic. LEAP is funded through the supplemental Community Development Block Grant allocation that the City received as part of the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act.

B. The Local Economic Assistance Program Guidelines (the “LEAP Guidelines”) require each applicant to execute a grant agreement with the City before any LEAP funds are disbursed.

Section 2. The City Council hereby authorizes the City Manager to execute grant agreements with applicants for LEAP funds on behalf of the City in accordance with the LEAP Guidelines.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 2nd day of July 2020.

Anthony Kelly, Jr.
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2020-52, was duly passed and adopted at a special meeting of the City Council of the City of Jurupa Valley on the 2nd day of July 2020 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 2nd day of July 2020.

Victoria Wasko, City Clerk
City of Jurupa Valley

JURUPA VALLEY
Local Economic Assistance Program
(LEAP)

Program Guidelines

DRAFT 6 - June 23, 2020

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
951-331-6464

Table of Contents

| | | |
|-----|--|----|
| 1. | Introduction..... | 1 |
| 2. | Eligibility | 2 |
| 3. | Application Process..... | 4 |
| 4. | Selection Process | 5 |
| 5. | Grant Administration..... | 6 |
| 6. | Job Creation or Retention..... | 7 |
| 7. | Reporting and Recordkeeping | 10 |
| 8. | Duplication of Efforts | 11 |
| 9. | Program Marketing and Outreach..... | 11 |
| 10. | Program Administration..... | 11 |
| 11. | Applicant Confidentiality | 12 |
| 12. | Equal Opportunity Compliance and Non-Discrimination..... | 12 |
| 13. | Environmental Compliance | 12 |
| 14. | Conflict of Interest..... | 12 |
| 15. | Program Guidelines-Changes / Modifications | 13 |
| | Appendix A – CDBG Ineligible Activities..... | 14 |
| | Appendix B – CDBG Conflict of Interest..... | 20 |

1. INTRODUCTION

The Coronavirus (COVID-10) pandemic has been devastating to many small businesses. The Jurupa Valley City Council has approved providing financial assistance to local small businesses to help during the COVID-19 pandemic through the implementation of the Local Economic Assistance Program (LEAP) program. The mission of the LEAP Program is to utilize Community Development Block Grant (CDBG) funds to provide grants to small businesses that meet qualification guidelines established by the Federal Department of Housing & Urban Development (HUD).

The City of Jurupa Valley received a \$702,928.00 CDBG-CV allocation as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act that was approved by the United States Congress and the President in late March of 2020. The City intends to make \$300,000.00 in funds available to small businesses that qualify to receive funds in accordance with the regulations and guidelines established by HUD. The LEAP Program will be operational and able to accept applications from qualifying small businesses by July 1, 2020 or sooner.

Applications will be accepted from _____, 2020 through _____, 2020 at 4:00PM via the City's website at: www.jurupavalley.org/LEAP

Though applications will not be accepted via electronic mail (email), or in person at City Hall (it is currently closed because of COVID-19 pandemic) applicants may also mail their applications and these must be received no later than _____, 2020, to:

City of Jurupa Valley
LEAP Program Application
8930 Limonite Avenue
Jurupa Valley, CA 92509

If you have any questions concerning this program, please contact Robert G. Vasquez (Primary Contact) at (562) 553-0991 or Sean McGovern (Secondary Contact) at (951) 332-6464 ext. 249.

2. ELIGIBILITY

Eligible businesses may be awarded up to \$10,000 in grant funds through the LEAP Program, which is funded by Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD). Businesses with five (5) or fewer employees qualify for \$7,000. Employers with six (6) or more employees qualify for \$10,000.

Specifically, HUD provided the City of Jurupa Valley with Coronavirus Aid, Relief and Economic Security Act (CARES Act) grant funding (CDBG-CV) to be spent on eligible programs to assist low and moderate-income persons that meet one or more of the following objectives:

1. Prevent,
2. Prepare for, or
3. Respond to COVID–19 pandemic

The City of Jurupa Valley has allocated some of its CDBG-CV funding to finance a grant program for businesses affected by the coronavirus pandemic.

Federal regulations also require that CDBG-CV funds be used for eligible activities that meet one of three following national objectives:

1. Benefit low- and moderate-income persons;
2. Aid in the prevention or elimination of slum or blight; and
3. Meet a need having a particular urgency

2.1 Eligible Businesses

Businesses must meet the criteria below to be eligible for the grant program.

- For-profit business physically located within the City of Jurupa Valley, preferably in a storefront building in commercial or industrial areas of City
- Business and owner must be in good standing with the City of Jurupa Valley
- Business must be registered with the City of Jurupa Valley per the business registration process. If a business was not aware that they were subject to the City's business registration process, they must complete that process before applying to this program. [Click here](#) to learn more about the business registration process.
- Business has 50 employees or less
- Owner is 18 years or older

- Business or owner has a DUNS number, or will have applied for one by the time the funding is granted (<https://fedgov.dnb.com>)
- Owner has a valid employee identification number
- Business has a bank account
- Business is not currently in bankruptcy, and has not declared bankruptcy within the last 7 years
- Business is current with property taxes, City fees, and other applicable local, county, state fees and requirements
- The business must prove their business has been negatively affected by COVID-19
- Business and owner must not be listed on the Federal Debarred list (SAMS Search)
- Business must disclose any recent or current litigation.

2.2 Ineligible Businesses

The following businesses are not eligible for LEAP grant:

- Businesses located outside the City of Jurupa Valley
- Nonprofit organizations
- Passive real estate investments
- Home-based businesses
- Government organizations
- Businesses that limit patrons to 18 and older
- Businesses that have received other Federal funding, such as funding from the Economic Injury Disaster Loan (EDL), the Paycheck Program (PPP), or SBA Economic Injury Disaster Loan Funding programs

2.3 Eligible Use of Funds

Grants are restricted to the following eligible costs:

- Rent
- Mortgage
- Payroll

2.4 Ineligible Use of Funds

In addition to CDBG-ineligible costs outlined in 24 CFR 570.207 (located in Appendix A), funds under this grant program may not be used to:

- Reimburse expenses incurred prior to the City's formal Grant approval and/or completion of ERR for the applicable grant
- Pay non-business debt
- Purchase personal items or for personal expenses, such as motor vehicles and furnishings
- Direct financing to political activities
- Direct financing to religious activities
- Direct financing to purchase alcohol
- Pay taxes and fines
- Conduct construction-related work, or purchase construction equipment
- Activities associated with the relocation of a person or a business
- Expansions of businesses that result in a significant loss of jobs in the labor market area from which the relocation occurs

3. APPLICATION PROCESS

Applicants will be required to complete an initial application, that will be available on-line. Applicants can fill out this application on-line, or drop it off at City Hall.

The initial application will not require businesses to submit documents. If, after going through the selection process (as described in Section 4), an applicant is selected, then they will be asked to provide a copy of the following documents:

1. Current City of Jurupa Valley Business License
2. State Identification Card or Driver's License
3. W-9 form
4. Lease agreement or rental agreement (for reimbursement of rent expense), or property ownership / mortgage documentation (if business owns property)

5. Tax statements from previous year, including sales and use tax (May ask for personal tax returns, if business is small – and owner qualifies for grant based on their income.)
6. Documentation that the business was adversely impacted by the COVID-19 pandemic (this may include showing loss in revenue/ profit or other documentation) to the satisfaction of the City.

The City reserves the right to request additional information upon receiving the application.

4. SELECTION PROCESS

4.1 Lottery Process

The City will select grant recipients with a lottery in the initial stage of program, with businesses providing or retaining two or more full time equivalent (FTE) jobs getting priority over businesses that provide or retain one FTE. And, if there are funds available after the initial lottery process, the City will repeat the lottery process until all grant funds are obligated

At the close of the initial application period (estimated to be two weeks), applications will be reviewed and vetted. If there are more applications than available funds out of the two-week initial period – all of these qualifying applications will be sorted into two groups. The group that provides or retains two or more jobs will get priority.

If there are funds available after the applicants in the first group (i.e., those providing or retaining two or more jobs) is drawn, the other applicants in the second group (i.e., those providing or retaining one job) will go through a random draw, until all funds are allocated.

And, if after the initial lottery process is complete, there are still grant funds available, then the City will repeat the same process again until all grant funds are obligated.

The City will notify businesses via email (or phone call) if they have been preliminarily selected for the grant. A business that is selected for a grant is not guaranteed to obtain a grant until they provide all required documentation that proves that the business and its plan use of funds complies with the eligibility criteria of the LEAP program.

If a business is not deemed eligible for the grant by City staff, then, the City of Jurupa Valley will continue to go down the list of qualified applicants until all funds have been allocated.

Once a selected business' documentation and proposed use of funds are assessed and that business is deemed eligible for the grant, the City will send two copies of the agreement to the business owner. The business owner is required to provide two original copies of the agreement, with wet signatures to the City.

4.2 Application Review

The City will conduct a thorough eligibility review of the application and may request additional, supporting documentation from the business to confirm program eligibility. During this review, the City will request additional information from each business owner including demographic and socioeconomic data for Federal program reporting and documentation.

This review will confirm the following:

- The business and requested funds are eligible
- The business was adversely impacted by COVID-19
- The business will retain or create jobs for low- and moderate-income individuals, as a result of this grant (Requirement: At least 1 full-time job to low- or moderate-income employees, or multiple part-time jobs that – when the hours for each job are added together – equal the “full-time equivalent” of at least one full-time job to low to moderate employees)
- The business did not receive duplicative benefits from other Federal, State, local, or private resources
- The application complies with the City’s CDBG policies and procedures and these guidelines

If, during this review, an application is deemed to be incomplete or lacking adequate detail, the City will provide up to one week for the business to complete the application and provide the necessary documentation before deeming the business ineligible.

Any determination that deliberate misrepresentation (or fraud) has occurred will result in the disqualification of the applicant and/or the rescission of a grant at any point from the award to closeout.

City Manager (or designee) will have the option to waive some of the program requirements in these guidelines on a case-by-case basis if necessary. Such waivers will occur only to satisfy an urgent need proven by business owners that meet one of HUD’s national objectives.

5. GRANT ADMINISTRATION

Upon successful completion of the application and selection processes, the applicant will enter into a grant agreement with the City. The agreement will require original signatures from those authorized to enter into and sign agreements

Upon execution of the grant agreement, the funds will be distributed to the business owner via check from the City of Jurupa Valley.

Within six months, the business owner must submit evidence to the City that the grant funds have been spent in the manner and for the purposes stated in the application and that the added or retained job(s) went to low- or moderate-income individuals or otherwise complied with applicable CDBG requirements. Evidence may include documents like payroll, cancelled checks for lease payments, mortgage statements, etc. Evidence provided must be to the satisfaction of the City.

If there is evidence that the grant funds have not been spent on eligible uses as outlined in these guidelines or that the grant funds have not been paid within the six-month period, the applicant shall be required to repay a portion of or all of the grant funds to the City.

6. JOB CREATION OR RETENTION

The goal of the LEAP is to assist business owners in operations during the COVID-19 pandemic, as well as to create economic opportunities by creating and retaining jobs held by low- or moderate-income individuals within the City of Jurupa Valley. Job retention is defined as total full-time equivalent positions retained at 40 hours per week, or any combination of part-time positions combining for 40 hours per week, including owners. Reporting requirements are summarized in the next section.

As part of the application, all businesses must estimate the number of jobs that will be created or retained as a result of the LEAP Grant. Agreements will include estimates of the number of jobs expected to be created or retained for each business. During the grant agreement period, businesses will be required to report on all jobs created or retained as a result of this program. Recipients of the LEAP grant must be able demonstrate that they have retained, rehired, or created at least one job.

In order to meet this requirement, businesses must be able to demonstrate that the created or retained job is held by a low- or moderate-income (LMI) individual OR the position is expected to turn over within the next two years and the business will take steps to ensure that the position is filled by or made available to a low- or moderate-income individual.

Low- and Moderate-Income limits, as determined by HUD, can be found in the following table:

| Income Limit Category | Persons in Household | | | | | | | |
|-----------------------------------|----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Extremely Low (30%) Income Limits | \$ 15,850 | \$ 18,100 | \$ 21,720 | \$ 26,200 | \$ 30,680 | \$ 35,160 | \$ 39,640 | \$ 44,120 |
| Very Low (50%) Income Limits | \$ 26,400 | \$ 30,150 | \$ 33,900 | \$ 37,650 | \$ 40,700 | \$ 43,700 | \$ 46,700 | \$ 49,700 |
| Low (80%) Income Limits | \$ 42,200 | \$ 48,200 | \$ 54,250 | \$ 60,250 | \$ 65,100 | \$ 69,900 | \$ 74,750 | \$ 79,550 |

Based on 2020 Median Family income for Riverside County of \$75,300.

6.1 Job Retention

The business must be able to provide specific evidence that the job(s) would be lost without the LEAP Program assistance.

If the retained job is held by a low- or moderate-income individual, the following information must be documented:

- A listing by job title of permanent jobs retained
- The jobs that are known to be held by LMI persons at the time of assistance
- The full-time equivalency status of each job
- Family size and annual income of each LMI person (additional documentation guidance is provided below)

For retained jobs that are projected to turn over to low- or moderate-income individuals:

- A listing of the retained jobs that are projected to become available within two years of assistance
- The basis of the determination that the job is likely to turnover within two years of assistance
- The actual turnover date
- The name and income status of the person who filled the vacancy
- If the person who took the job was not a low- or moderate-income person, records to demonstrate that the job was made available to low- or moderate-income persons including:
 - The name of person interviewed for the job and the date of the interview

- The income status of the person(s) interviewed
- Information on the family size and annual income of each LMI person hired

Retained jobs that are expected to turn over and be made available to low- or moderate-income individuals can only be considered to be made available when:

- Special skills that can only be acquired with substantial training or work experience beyond high school are not a prerequisite for the job (or the business agrees to hire unqualified persons and provide training at the onset of the job search), and
- The business takes actions to ensure that low- or moderate-income individuals receive first consideration for filling such jobs

6.2 Job Creation

If the created job is held by a low- or moderate-income individual, the following information must be documented:

- Listing by job title of the jobs created
- Listing by job title of the jobs filled
- The name and income status of the person who filled each position
- The full-time equivalency status of the jobs.

For created jobs that will be made available to low- or moderate-income individuals but are not taken by low- or moderate-income individuals:

- The title and description of the jobs made available
- The full-time equivalency status of the job
- The prerequisites for the job; special skills or education required for the job, if any; and the business commitment to provide needed training for such jobs
- A business can demonstrate that first consideration was given to low- or moderate-income persons for the job by keeping a record of the name(s) of person(s) interviewed for the job, the date of the interview(s), and the income status of the person(s) interviewed

Created jobs can only be considered to be made available to low- or moderate-income individuals when:

- Special skills that can only be acquired with substantial training or work experience beyond high school are not a prerequisite for the job (or the business agrees to hire unqualified persons and provide training at the onset of the job search), and
- The business takes actions to ensure that low- or moderate-income individuals receive first consideration for filling such jobs

6.3 Job Creation/Retention Documentation

Documentation for low- or moderate-income individual job retention may come from the following sources:

- A written self-certification by the employee or applicant of his/her family size and total income that is signed and dated and subject to Federal review. Certification can either include actual size and income of family or can contain a statement that the annual family income is below the low-income limit for the applicable family size.
- Referrals from an agency that has agreed to refer individuals who are determined to be low- or moderate-income based on HUD's income limits. These agencies must maintain records, which must be available to the State or Federal inspection, showing the basis upon which, they determined that the person was low-or moderate-income. The City of Jurupa Valley will work with business owners to identify and collaborate with such organizations.
- Qualification of employee or application for assistance under another program with income qualification that are as restrictive as those used by the CDBG program. Examples include referrals from public housing, welfare agency, or other such programs. The City of Jurupa Valley will provide a more extensive list of such programs to selected businesses.
- Evidence that the individual is homeless.
- Evidence that the individual may be presumed to be a low- or moderate-income individual by way of residence address and the corresponding poverty rates of the applicable census tract. The City of Jurupa Valley will provide further guidance to selected businesses on using this methodology and complying with other Federal laws and requirements.

7. REPORTING AND RECORDKEEPING

Because this grant is funded with CDBG funds, businesses that receive grants are required to provide periodic reports and submit documentation to the City of Jurupa Valley documenting program compliance and job creation/retention as follows:

- Job creation/retention form and supporting documentation (including income and demographic data) (submitted September 30, 2020, December 31, 2020, July 31, 2021, December 31, 2021, and July 31, 2022). An alternative documentation schedule may be instituted on an as-needed basis.
- Program expense documentation
- EDD DE 9, DE 9C, and DE 34 reports, and the quarterly summary report must be submitted to the City quarterly during the term of the grant agreement

The grant recipient will be required to provide the City with verification of citizenship or legal permanent resident alien status for all new hires resulting from the investment of CDBG funds, during the term identified in the grant agreement.

The City reserves the right to audit the applicant's records for compliance with terms in the agreement and monitor the business to ensure program compliance.

8. DUPLICATION OF EFFORTS

All participating businesses must comply with the U.S. Department of Housing and Urban Development's forthcoming guidance regarding Duplication of Benefits, as required by the CARES Act and HUD guidance. The City of Jurupa Valley will modify these guidelines once final HUD guidance has been released.

9. PROGRAM MARKETING AND OUTREACH

Program marketing will be conducted by the City and, in compliance with Federal guidelines, will affirmatively target women and minority-owned enterprises. Examples of marketing include a press release to media outlets, social media coverage through various channels (City's Facebook, Twitter, Web page, YouTube, Vimeo, and other potential sites) and distribution of marketing materials to the Chamber of Commerce and business networking organizations.

The City will distribute the information to the Citizen Participation Plan stakeholder list.

10. PROGRAM ADMINISTRATION

The City of Jurupa Valley, in coordination with its consultant, will oversee LEAP Program. The responsibilities of the City include:

- Originate grant funds
- Market the grant program
- Accept and process applications
- Conduct lottery for eligible businesses and notify selected businesses
- Review and underwrite grant requests
- Ensure timely disbursement of funds
- Maintain documents and fiscal records

- Administer grants and locally sourced funds used for this program
- Ensure compliance with program guidelines as they relate to the funding sources
- Report program metrics to the City Council, HUD and other interested parties.

11. APPLICANT CONFIDENTIALITY

All personal and business financial information will be kept confidential to the extent permitted by law. Grant participant files with personal and business confidential information will be kept in locked, secured cabinets.

12. EQUAL OPPORTUNITY COMPLIANCE AND NONDISCRIMINATION

City of Jurupa Valley's LEAP Program will be implemented in ways consistent with the City's commitment to State and Federal equal opportunity laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG program funds on the basis of his or her disability, family status, national origin, race, color, religion, sex, marital status, medical condition, ancestry, source of income, age, sexual orientation, gender identity, gender expression, genetic information, or other arbitrary discrimination.

13. ENVIRONMENTAL COMPLIANCE

The City of Jurupa Valley will be responsible for completing and filing the appropriate environmental review documentation. NEPA regulations require an Environmental Review Record (ERR) to be submitted for each project/business funded with CDBG monies prior to award or approval of funds. The ERR level of review is based on the type of project proposed.

Compliance with any other federal, state, county, or local environmental regulations, such as the California Environmental Quality Act (CEQA), may also be required and will be based upon a review of the entire proposed activity.

14. CONFLICT OF INTEREST

In accordance with 24 CFR 570.611 – Conflict of Interest (Appendix B), no member of the governing body and no official, employee or agent of the local government, nor any other

person, either for themselves or those with whom they have business or immediate family ties, who exercises policy or decision making responsibilities (including members of the CDBG/grant review committee or contractors) in connection with the planning and implementation of the CDBG program, shall directly or indirectly be eligible for this program.

15. PROGRAM GUIDELINES – CHANGES / MODIFICATIONS

Minor changes to these Implementation Guidelines involving administrative procedures or accommodations to adapt to unique applicant situations or opportunities, or regulatory changes may be performed with the approval of the City Manager or City Manager's designee. Federal regulatory requirements for the CDBG program are not subject to modification or revision.

Appendix A

24 CFR 570.207 – Ineligible Activities

§ 570.207 Ineligible activities.

The general rule is that any activity that is not authorized under the provisions of §§ 570.201-570.206 is ineligible to be assisted with CDBG funds. This section identifies specific activities that are ineligible and provides guidance in determining the eligibility of other activities frequently associated with housing and community development.

(a) The following activities may not be assisted with CDBG funds:

(1) *Buildings or portions thereof, used for the general conduct of government* as defined at § 570.3(d) cannot be assisted with CDBG funds. This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(2) *General government expenses.* Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(3) *Political activities.* CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

(b) The following activities may not be assisted with CDBG funds unless authorized under provisions of § 570.203 or as otherwise specifically noted herein or when carried out by an entity under the provisions of § 570.204.

(1) *Purchase of equipment.* The purchase of equipment with CDBG funds is generally ineligible.

(i) *Construction equipment.* The purchase of construction equipment is ineligible, but compensation for the use of such equipment through leasing or depreciation pursuant to 2 CFR part 200, subpart E, as applicable for an otherwise eligible activity is an eligible use of CDBG funds. However, the purchase of construction equipment for use as part of a solid waste disposal facility is eligible under § 570.201(c).

(ii) Fire protection equipment. Fire protection equipment is considered for this purpose to be an integral part of a public facility and thus, purchase of such equipment would be eligible under § 570.201(c).

(iii) Furnishings and personal property. The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible. CDBG funds may be used, however, to purchase or to pay depreciation in accordance with 2 CFR part 200, subpart E, for such items when necessary for use by a recipient or its subrecipients in the administration of activities assisted with CDBG funds, or when eligible as fire fighting equipment, or when such items constitute all or part of a public service pursuant to § 570.201(e).

(2) Operating and maintenance expenses. The general rule is that any expense associated with repairing, operating or maintaining public facilities, improvements and services is ineligible. Specific exceptions to this general rule are operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. For example, the use of CDBG funds to pay the allocable costs of operating and maintaining a facility used in providing a public service would be eligible under § 570.201(e), even if no other costs of providing such a service are assisted with such funds. Examples of ineligible operating and maintenance expenses are:

(i) Maintenance and repair of publicly owned streets, parks, playgrounds, water and sewer facilities, neighborhood facilities, senior centers, centers for persons with a disabilities, parking and other public facilities and improvements. Examples of maintenance and repair activities for which CDBG funds may not be used include the filling of pot holes in streets, repairing of cracks in sidewalks, the mowing of recreational areas, and the replacement of expended street light bulbs; and

(ii) Payment of salaries for staff, utility costs and similar expenses necessary for the operation of public works and facilities.

(3) New housing construction. For the purpose of this paragraph, activities in support of the development of low or moderate income housing including clearance, site assemblage, provision of site improvements and provision of public improvements and certain housing pre-construction costs set forth in § 570.206(g), are not considered as activities to subsidize or assist new residential construction. CDBG funds may not be used for the construction of new

permanent residential structures or for any program to subsidize or assist such new construction, except:

(i) As provided under the last resort housing provisions set forth in 24 CFR part 42;

(ii) As authorized under § 570.201(m) or (n);

(iii) When carried out by an entity pursuant to § 570.204(a);

(4) *Income payments.* The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, “income payments” means a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family.

Appendix B

24 CFR 570.611 – Conflict of Interest

§ 570.611 Conflict of interest.

(a) Applicability.

(1) In the procurement of supplies, equipment, construction, and services by recipients and by sub recipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318 shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

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

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

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:

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

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

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

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

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

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

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

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

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

(vii) Any other relevant considerations.

City of Jurupa Valley

STAFF REPORT

DATE: JULY 2, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: TIM JONASSON, P.E., SENIOR MANAGER - DEVELOPMENT
SERVICES & ECONOMIC DEVELOPMENT

SUBJECT: AGENDA ITEM NO. 10.F

**CDBG-CV PUBLIC SERVICE GRANT AGREEMENTS WITH PATH OF
LIFE MINISTRIES, INC. AND FAMILY SERVICE ASSOCIATION**

RECOMMENDATION

1. That the City Council approve the First Amendment to the Agreement by and between the City of Jurupa Valley and Path of Life Ministries, Inc. for Homelessness Services for an amount not to exceed \$255,500.00 and authorize the City Manager to execute the First Amendment in substantially the form and format attached and as approved by the City Attorney.
2. That the City Council approve the First Amendment to the Agreement by and between the City of Jurupa Valley and Family Service Association for Senior Nutrition Program Services for an amount not to exceed \$25,500.00 and authorize the City Manager to execute the First Amendment in substantially the form and format attached and as approved by the City Attorney.

BACKGROUND

On July 20, 2017, the U.S. Department of Housing and Urban Development ("HUD") informed the City that it qualifies as a potential new, direct grantee entitlement city for Community Development Block Grant ("CDBG") funds. Subsequently, the City of Jurupa Valley began the process to become a HUD direct grantee entitlement community. The City has been operating as an entitlement community since the 2018-19 CDBG program year. On June 4, 2020, the City Council authorized an amendment to the 2019-20 Annual Action plan by adopting Resolution No. 2020-41. In adopting the Amended 2019-20 Annual Action Plan, the City Council authorized an additional \$281,000.00 in public service grant funds for the 2019-20 CDBG program year.

The City issued a notice of funding availability (“NOFA”) on May 21, 2020. The NOFA described the availability of public service grant funding and solicited grant proposals from qualifying non-profit agencies in the area. Shortly thereafter, the City received two proposals to provide services that met the requirements of the CDBG-CV funding. Following a positive technical review by City staff and GRC Associates, Inc. (“GRC”), the proposals were forwarded to the Community Development Advisory Committee for deliberation.

Pursuant to Section 2.36 of the Jurupa Valley Municipal Code, the Community Development Advisory Committee (“CDAC”) is tasked by the City Council to vet the merits of each public service grant proposal received. Ultimately, the CDAC must provide a recommendation based on their deliberation to the City Council for final review. The CDAC’s recommendation is the basis for the qualitative scope of services provided in each of the draft amendments attached to this staff report (Attachments A and B)

ANALYSIS

The CDAC met on June 8, 2020 to discuss the merits of each public service grant proposal received and assign a funding recommendation to be forwarded to the City Council. The City received a CDBG-CV proposal from Path of Life Ministries, Inc. (“Path of Life”) to provide emergency shelter and homelessness prevention services. The City also received a proposal from Family Service Association (“FSA”) to provide personal protective equipment (“PPE”) kits to seniors as a supplement to the senior nutrition program operated at the Eddie D. Smith Senior Center. The CDAC’s recommendation slightly reduced the total funding amount requested by each applicant in order to fund both proposals.

Path of Life Ministries CDBG-CV Proposal (\$255,500.00)

The CDAC recommends funding the Path of Life CDBG-CV proposal in the amount of \$255,500.00. Path of Life’s proposal augments their existing emergency shelter, outreach, and homelessness prevention contract with the City. Path of Life’s proposal includes the procurement of several market-rate apartment units within the City to be managed as emergency shelters. Unlike the main shelter on Path of Life’s Riverside campus, families and individuals which meet the “at-risk” criteria for COVID-19 will be prioritized for these units. Despite being physically separated from the relatively crowded Riverside shelter, individuals and families that occupy these apartment units will be afforded the same services that the main shelter provides, such as meals, case management, job placement services, etc. This emergency shelter model is relied upon by the Coachella Valley Association of Governments and other cities throughout the Inland Empire.

Consistent with Path of Life’s current and previous agreements with the City, their CDBG-CV proposal includes a blended approach to both homelessness prevention and homelessness mitigation. Path of Life’s homelessness prevention efforts include short

term rental, utility, and essential service assistance as a method of preventing homelessness for individuals and families that may be experiencing housing instability. Homelessness mitigation consists of classic homeless response services like outreach, emergency shelter, and case management services.

The CDAC deliberated the effectiveness of each approach (mitigation vs. prevention) at their June 8, 2020 meeting. Ultimately, the CDAC recommended to increase the prevention component and decrease the mitigation component of Path of Life's proposal. These adjustments are illustrated in the table below.

| BUDGET CATEGORY | ORIGINAL PROPOSAL | CDAC RECOMMENDATION |
|---|-------------------|---------------------|
| Agency Administration Staff Salaries & Benefits | \$22,242 | \$22,242 |
| Program Staff Salaries & Benefits | \$34,975 | \$34,975 |
| Program Supplies | \$8,660 | \$3,464 |
| Rent/Lease (includes deposits for apartments/houses) | \$128,250 | \$51,300 |
| Communications | \$450 | \$450 |
| Utilities | \$15,750 | \$6,300 |
| Insurance | \$7,500 | \$7,500 |
| Professional Services (Specify) Laundry for Linens | \$5,000 | \$2,000 |
| Other (Specify) Homelessness Prevention/Rapid Resolution: 30-61 Households | \$39,423 | \$117,069 |
| Other (Specify) Mileage Reimbursement | \$4,500 | \$4,500 |
| Other (Specify) Landlord Mitigation/Unit Repairs/Cleaning | \$7,500 | \$3,000 |
| Other (Specify) Food for Transitional Shelter | \$6,750 | \$2,700 |
| TOTAL | \$281,000 | \$255,500 |

Upon implementation, Path of Life will secure lease agreements for two residential units. Path of Life will operate both of those units for a period of nine months. Homeless individuals and families being housed in the units will remain sheltered for up to 60 days. Path of Life will be the master lease holder of each property and be financially responsible for all "wear and tear" that occurs in each unit.

Family Service Association CDBG-CV Proposal (\$25,500.00)

FSA currently operates the senior meal program at the Eddie D. Smith Senior Center in Jurupa Valley. Due to the COVID-19 pandemic, communal meal provision has been replaced by a meal pick-up service. FSA is proposing to provide PPE kits to seniors that qualify to receive them under CDBG-CV guidelines. The program proposal to provide PPE kits is easy to implement due to the existing curbside meal pick-up system. If implemented, over 200 seniors will be able to receive the PPE kits. Each PPE kit will include a forehead thermometer, a box of masks and gloves, hand sanitizer, bottles of soap, antiseptic wipes, disinfectant cleaner, and microfiber towels.

FINANCIAL IMPACT

The adopted Amended 2019-20 Annual Action Plan provided an additional \$281,000.00 in Public Service Grant funding. All activities proposed by Path of Life Ministries, Inc. and Family Service Association are recoverable as part of the City's CDBG grant allocation.

ALTERNATIVES

1. Do not approve the First Amendment to the Agreement by and between the City of Jurupa Valley and Path of Life Ministries, Inc. for Homelessness Services
2. Do not approve the First Amendment to the Agreement by and between the City of Jurupa Valley and Family Service Association for Senior Nutrition Program Services
3. Provide alternate direction to Staff.

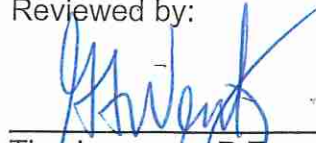
***** SIGNATURES ON FOLLOWING PAGE *****

Prepared by:



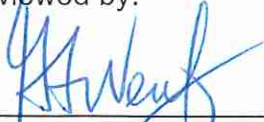
Sean McGovern
Senior Management Analyst

Reviewed by:

for 

Tim Jonasson, P.E.
Senior Manager – Development
Services & Economic Development

Reviewed by:



George A. Wentz, P.E.
Deputy City Manager

Reviewed by:



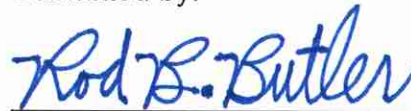
Connie Cardenas
Administrative Services Director

Approved as to form:



Peter M. Thorson
City Attorney

Submitted by:



Rod B. Butler
City Manager

Attachments:

- A) First Amendment to the Agreement by and between the City of Jurupa Valley and Path of Life Ministries, Inc. for Homelessness Services
- B) First Amendment to the Agreement by and between the City of Jurupa Valley and Family Service Association for Senior Nutrition Program Services

**AMENDMENT NO. 1 TO COMMUNITY DEVELOPMENT
BLOCK GRANT SUBRECIPIENT AGREEMENT**

This Amendment No. 1 ("First Amendment") to the May 21, 2020 Community Development Block Grant Subrecipient Agreement ("Agreement") between the City of Jurupa Valley, a California municipal corporation ("City") and Path of Life Ministries, Inc., a California corporation ("Consultant") is dated July 2, 2020, and is between City and Consultant.

RECITALS

A. City and Consultant entered into the Agreement for Consultant to administer the Homeless Services Program with funding from the City's Community Development Block Grant ("CDBG") Program.

B. City and Consultant desire to amend the Agreement to modify Consultant's compensation, scope of services, project budget, and subaward information.

The parties therefore agree as follows:

Section 1. Section 4 of the Agreement is hereby amended to increase the Consultant's compensation to a total sum not to exceed \$394,737.00.

Section 2. Exhibit "A" ("Services") of the Agreement is hereby replaced by the attached Exhibit "A" of this First Amendment to update the services to be provided by Consultant.

Section 3. Exhibit "B" ("Project Budget") of the Agreement is hereby replaced by the attached Exhibit "B" of this First Amendment to update the budget for Consultant's CDBG-funded activities.

Section 4. Exhibit "D" ("Subaward Information") of the Agreement is hereby replaced by the attached Exhibit "C" of this First Amendment to update the Subaward Information.

Section 5. The person or persons executing this First Amendment on behalf of Consultant warrants and represents that he or she has the authority to execute this First Amendment on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

Section 6. Except as expressly modified or supplemented by this First Amendment, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

[*SIGNATURE PAGE FOLLOWS*]

The parties are signing this First Amendment on the date stated in the introductory clause.

CITY OF JURUPA VALLEY

By: _____
Anthony Kelly, Jr., Mayor

ATTEST:

By: _____
Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:

PATH OF LIFE MINISTRIES, INC.

By: _____
Peter M. Thorson, City Attorney

By: _____
Casey Jackson,
CEO

By: _____

EXHIBIT “A”

SERVICES

The project will provide the following Homelessness Services (Rapid Resolution Services) at a cost of \$139,237 and Coronavirus-related Homelessness Services at a cost of \$255,500. The project includes the following components:

1. Path of Life Ministries (“POLM”) Street Outreach Services will serve a minimum of, 178 unduplicated individuals with Outreach/Shelter/Homeless Prevention services.
2. Two (2) Full Time Staff will conduct street outreach and case management services Monday through Friday to homeless individuals in the City of Jurupa Valley. POLM Street Outreach Team will provide Outreach/Contact/Engagement to a minimum of 90 unduplicated individuals.
3. An intake/enrollment including a VI-SPDAT assessment will be completed for each individual engaged/enrolled. This will determine their eligibility for Rapid Rehousing (RRH) or Permanent Supportive Housing (PSH) and ensure that all eligible chronically homeless individuals are entered in the county-wide coordinated entry system.
4. The Street Outreach Team will document and track their contacts, interactions, and progress with the individuals they provide services to as well as the locations in which they are contacting homeless individuals and encampments.
5. A case plan will be established with those who accept case management services and those who enter POLM shelter services. Assistance will be provided to cover special needs of individuals that will aid in their positive movement out of their homeless situation, such as funding for ID documents, work clothes, and vehicle repairs. A minimum of 20 households are projected to receive this special needs assistance.
6. POLM will assist with transportation needs that contribute to an exit from the homeless situations for those who are interested. A minimum of 25 individuals are projected to receive transportation assistance.
7. POLM will collaborate with community partners including Riverside County Sheriff’s Department HOT Team, Jurupa Valley Codes Department and other community based agencies to coordinate efforts to provide homeless solutions in Jurupa Valley.
8. POLM will serve a minimum of 50 unduplicated individuals from Jurupa Valley in POLM Shelters. The equivalent of 1,000 bed nights in POLM shelters will be provided for Jurupa Valley residents with 4 beds being available on any given night for Jurupa Valley Residents. Additional bed nights and/or beds will be provided for any Jurupa Valley resident seeking shelter based upon availability.

9. POLM will assist individuals and families who are at risk of becoming homeless due to strained housing conditions such as past due utility payments and rent burden. A minimum of 37 unduplicated households will receive homelessness prevention (rent/utility) assistance.
10. POLM will secure market-rate leases for two rental apartment units located in the City of Jurupa Valley. POLM will use these rental units as emergency shelter units for homeless individuals and families. POLM will prioritize individuals and families in these rental apartment units for the purposes of mitigating the spread of COVID-19. POLM will be the lease holder and remain liable for any damages or other charges that shelter occupants may incur. POLM will offer the same or similar services to any individual or family residing in these rental apartment units. The apartment rental units will be made available for a minimum of nine months. A minimum of 6 unduplicated individuals will receive this shelter service. The equivalent of 540 bed nights will be provided with this shelter service over the duration of the nine month rental term.

When implementing any Coronavirus-related Homelessness Services, POLM will comply with applicable requirements of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law 116-136, and any implementing regulations and programmatic requirements.

EXHIBIT "B"

PROJECT BUDGET

Original 2020-21 CDBG Budget

| BUDGET CATEGORY | CDBG |
|--|------------------|
| Agency Administration Staff Salaries & Benefits | \$8967 |
| Program Staff Salaries & Benefits | \$82,020 |
| Program Supplies (Fuel for Team Travel) | \$5000 |
| Rent/Lease | \$ |
| Communications | \$650 |
| Utilities | \$ |
| Insurance | \$ |
| Professional Services (Specify) | \$ |
| Other (Specify) 1000 Bed Nights at Community Shelter in Riverside | \$30,000 |
| Other (Specify) Rapid Resolution Special Needs (Approx. 20 Individuals) | \$4,000 |
| Other (Specify) Homelessness Prevention (Total Costs) | \$8,600 |
| TOTAL | \$139,237 |

Budget for CDBG-CV Activities

| BUDGET CATEGORY | CDAC RECOMMENDATION |
|---|--------------------------------|
| Agency Administration Staff Salaries & Benefits | \$22,242 |
| Program Staff Salaries & Benefits | \$34,975 |
| Program Supplies | \$3,464 |
| Rent/Lease (includes deposits for apartments/houses) | \$51,300 |
| Communications | \$450 |
| Utilities | \$6,300 |
| Insurance | \$7,500 |
| Professional Services (Specify) Laundry for Linens | \$2,000 |
| Other (Specify) Homelessness Prevention/Rapid Resolution: 30-61 Households | \$117,069 |
| Other (Specify) Mileage Reimbursement | \$4,500 |
| Other (Specify) Landlord Mitigation/Unit Repairs/Cleaning | \$3,000 |
| Other (Specify) Food for Transitional Shelter | \$2,700 |
| TOTAL | \$255,500 |

EXHIBIT “C”

SUBAWARD INFORMATION

1. Subrecipient Name (which must match registered name in DUNS): Path of Life Ministries
2. Subrecipient's DUNS Number: 00-336-4176
3. Federal Award Identification Number (FAIN): B-19-MC-06-0607
4. Federal Award Date (see §2 CFR 200.39): _____
5. Subaward Period of Performance Start Date and End Date: 7/1/2020-6/30/2021
6. Amount of Federal Funds Obligated by this Activity: \$394,737
7. Total Amount of Federal Funds obligated to Subrecipient: \$394,737
8. Total Amount of the Federal Award: \$1,897,842
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Homeless Services Program
10. Name of Federal Awarding Agency: Department of Housing and Urban Development
11. Name of Pass-through Entity and Contact Information for Awarding Official: City of Jurupa Valley, Rod B. Butler, City Manager, (951) 332-6464, rbutler@jurupavalley.org
12. Catalog of Federal Domestic Assistance (CFDA) Number and Name: 14.28 CDBG
13. Identification of whether the Award is Research & Development: Not applicable
14. Indirect Cost Rate for the Federal Award: Not applicable

**AMENDMENT NO. 1 TO COMMUNITY DEVELOPMENT
BLOCK GRANT SUBRECIPIENT AGREEMENT**

This Amendment No. 1 ("First Amendment") to the May 21, 2020 Community Development Block Grant Subrecipient Agreement ("Agreement") between the City of Jurupa Valley, a California municipal corporation ("City") and Family Service Association, a California corporation ("Consultant") is dated July 2, 2020, and is between City and Consultant.

RECITALS

A. City and Consultant entered into the Agreement for Consultant to administer the Senior Nutrition Program with funding from the City's Community Development Block Grant ("CDBG") Program.

B. City and Consultant desire to amend the Agreement to modify Consultant's compensation, scope of services, project budget, and subaward information.

The parties therefore agree as follows:

Section 1. Section 4 of the Agreement is hereby amended to increase the Consultant's compensation to a total sum not to exceed \$65,500.00.

Section 2. Exhibit "A" ("Services") of the Agreement is hereby replaced by the attached Exhibit "A" of this First Amendment to update the services to be provided by Consultant.

Section 3. Exhibit "B" ("Project Budget") of the Agreement is hereby replaced by the attached Exhibit "B" of this First Amendment to update the budget for Consultant's CDBG-funded activities.

Section 4. Exhibit "D" ("Subaward Information") of the Agreement is hereby replaced by the attached Exhibit "C" of this First Amendment to update the Subaward Information.

Section 5. The person or persons executing this First Amendment on behalf of Consultant warrants and represents that he or she has the authority to execute this First Amendment on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

Section 6. Except as expressly modified or supplemented by this First Amendment, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall control.

[*SIGNATURE PAGE FOLLOWS*]

The parties are signing this First Amendment on the date stated in the introductory clause.

CITY OF JURUPA VALLEY

By: _____
Anthony Kelly, Jr., Mayor

ATTEST:

By: _____
Victoria Wasko, CMC, City Clerk

APPROVED AS TO FORM:

FAMILY SERVICE ASSOCIATION

By: _____
Peter M. Thorson, City Attorney

By: _____

By: _____

EXHIBIT “A”

SERVICES

SENIOR NUTRITION PROGRAM

Family Service Association (FSA) will be responsible for administering the Senior Nutrition Program during the 2020-2021 CDBG Program Year. The Subrecipient will administer all tasks in connection with the Senior Nutrition Program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

The purpose of the Senior Nutrition Program is to provide services to meet HUD's National Objectives as defined in 24 CFR 570.208(a)(2)(B), by benefiting low- and moderate income persons. It is an eligible Activity under HUD, and also implements the goals outlined in the City's Five-Year Consolidated Plan to provide community services for the low-moderate income persons citywide. The National Objective for this project is Low-Mod Clientele (LMC)-presumed benefit. The primary objective of the Program is to provide nutritious meals to eligible senior citizens age 62 and over.

Outreach: The Subrecipient will conduct sufficient advertisement of the Senior Nutrition Program through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the program's availability, and to ensure sufficient demand to meet the CDBG Year 2020-21 state goal of individuals served.

Intake/Assessment of Eligibility: The Subrecipient will accept applications and perform eligibility determinations. The Subrecipient will make provision for translation services to meet the needs of non-English speaking applicants. In the event of applications who have impaired mobility or other disabilities, the Subrecipient will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services.

Measurable Outcome: Approximately 280 individuals who live in Jurupa Valley will be served 12,000 nutritious meals during the program year. To accommodate public health directives related to the COVID-19 pandemic, all meals will be delivered or made available for pick-up. If public health directives related to the COVID-19 pandemic change during the Term of this Agreement, the communal provision of meals at the Eddie Dee Smith Senior Center will resume.

Operations: The Senior Nutrition Program will operate at the Eddie Dee Smith Center, located at 5888 Mission Boulevard, Riverside, CA 92509. The FSA Administration office is located at 21250 Box Springs Road, Suite 212, Moreno Valley, CA 92557.

PERSONAL PROTECTION SUPPLIES FOR SENIOR HOUSEHOLDS

FSA will also provide Personal Protective Equipment & Sanitation Kits to at least 200 eligible seniors to help reduce the transmission of COVID-19 among seniors in Jurupa Valley. Kits are to be supplied curbside or otherwise compliant with all applicable Federal, State, and local COVID-19 public health guidelines and directives. Each kit shall include:

- One forehead thermometer
- One box of masks (50)
- One box of gloves (100)
- One 8 oz. bottle of hand sanitizer
- Two bottles of 11.25 oz. liquid hand soap
- One pack of antiseptic wipes (80)
- One 32 oz. bottle of spray disinfectant cleaner
- Two microfiber towels

When implementing this activity, FSA will comply with applicable requirements of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law 116-136, and any implementing regulations and programmatic requirements.

EXHIBIT “B”

PROJECT BUDGET

Original 2020-21 CDBG Budget

| BUDGET CATEGORY | CDBG |
|--|-----------------|
| Agency Administration Staff Salaries & Benefits | \$ |
| Program Staff Salaries & Benefits | \$20,000 |
| Program Supplies – Food (Consumable Supplies for Program) | \$20,000 |
| Rent/Lease | \$ |
| Communications | \$ |
| Utilities | \$ |
| Insurance | \$ |
| Professional Services | \$ |
| Other - Overhead Costs at 9.1% | \$ |
| Other - Supplies (Program) | \$ |
| Other -Repair and Maintenance (Building, Cars, Kitchen) | \$ |
| Other - Fuel & Travel Expenses | \$ |
| TOTAL | \$40,000 |

Budget for CDBG-CV Activities

| BUDGET CATEGORY | CDBG |
|---|-----------------|
| Agency Administration Staff Salaries & Benefits | \$ |
| Program Staff Salaries & Benefits | \$900 |
| Program Supplies | \$24,600 |
| Rent/Lease | \$ |
| Communications | \$ |
| Utilities | \$ |
| Insurance | \$ |
| Professional Services (Specify) | \$ |
| Other (Specify) | \$ |
| Other (Specify) | \$ |
| Other (Specify) | \$ |
| Other (Specify) | \$ |
| TOTAL | \$25,500 |

EXHIBIT "C"

SUBAWARD INFORMATION

1. Subrecipient Name (which must match registered name in DUNS): Family Service Association
2. Subrecipient's DUNS Number: 79-132-9071
3. Federal Award Identification Number (FAIN): B-19-MC-06-0607
4. Federal Award Date (see §2 CFR 200.39): _____
5. Subaward Period of Performance Start Date and End Date: 7/1/2020-6/30/2021
6. Amount of Federal Funds Obligated by this Activity: \$65,500
7. Total Amount of Federal Funds obligated to Subrecipient: \$65,500
8. Total Amount of the Federal Award: \$1,897,842
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Senior Nutrition Program and Personal Protection Supplies for Senior Households
10. Name of Federal Awarding Agency: Department of Housing and Urban Development
11. Name of Pass-through Entity and Contact Information for Awarding Official: City of Jurupa Valley, Rod B. Butler, City Manager, (951) 332-6464, rbutler@jurupavalley.org
12. Catalog of Federal Domestic Assistance (CFDA) Number and Name: 14.28 CDBG
13. Identification of whether the Award is Research & Development: Not applicable
14. Indirect Cost Rate for the Federal Award: Not applicable

City of Jurupa Valley

STAFF REPORT

DATE: JULY 2, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD B. BUTLER, CITY MANAGER
BY: CONNIE CARDENAS, ADMINISTRATIVE SERVICES DIRECTOR

SUBJECT: AGENDA ITEM NO. 13.B

APPROVAL OF REVISION TO CITY'S PERSONNEL POLICIES AND PROCEDURES MANUAL AND PROPOSED LIFE INSURANCE FOR CITY EMPLOYEES

RECOMMENDATION

- 1) That the City Council approve one revision to the City's existing Personnel Policies and Procedures Manual to clarify non-exempt overtime pay.
- 2) That the City Council approve a Basic Life Insurance Policy for all City Employees in the amount of \$50,000.

BACKGROUND

Staff is clarifying language to non-exempt employees overtime pay policy. Non-exempt employees who work beyond forty (40) hours, in a workweek shall be compensated at a rate of one and one-half the employee's regular rate of pay.

Staff is recommending the Council's approval to establish a Basic Life Insurance Policy for all City employees in the amount of \$50,000. The cost per employee is \$14.50 per month. This benefit will give the City a more competitive benefit package for existing and future employees.

FINANCIAL IMPACT

Annual cost of Life Insurance in the amount of \$6,612.

ALTERNATIVES

1. Decline to approve the revision to the City's Personnel Policies
2. Approve the revision to the City's Personnel Policies

Prepared by:

Connie Cardenas

Connie Cardenas
Administrative Services Director

Submitted by:

Rod B. Butler

Rod B. Butler
City Manager

Attachments:

1. Revision to Personnel Policy
2. Life Insurance Quote

Subject: 202 - WORK PERIODS & OVERTIME

Work Periods:

HOURS

1. Jurupa Valley City Offices are open from 8:00 a.m. to 5:00 p.m., Monday through Friday.
2. Full-time employees work a 32 to 40 hour work week; depending on the requirements of their position, and upon approval of the City Manager or designee. The City Manager or the employee's department supervisor may adjust work hours in order to meet the changing needs and requirements of the City.
3. The workweek begins at 12:00 p.m. on Friday and ends at 11:59 a.m. on Friday, except as otherwise designated for employees on an alternate schedule that meets the needs of the City.

BREAKS

1. A department's supervisor will coordinate daily lunches and breaks.
2. Lunch breaks are unpaid and are not part of the required workday. Lunch and breaks are provided as follows:

Full-Time, Non-Management Employees:

8 hour day: 1 hour lunch, two 15-minute breaks

Part-Time Employees:

To be determined based on the number of hours worked each week and annually.

Overtime: It is City policy to comply with the requirements of applicable wage and hour laws, including the Fair Labor Standards Act of 1938 ("FLSA"). The City maintains a pay system consistent with principles of public accountability. Employees are required to accurately record all time actually worked and all leave time used. Non-exempt employees may not over report or under report time actually worked. No supervisor may authorize the inaccurate reporting of time and a non-exempt employee may work "off the clock" or "book time." Overtime will be paid based on the requirements of the FLSA.

Non-exempt employees who work beyond, forty (40) hours in a workweek shall be compensated at a rate of one and one-half time the employee's regular rate of pay. The rate of pay for overtime shall be determined by calculating the regular rate received by an employee as determined under the FLSA. Overtime must be assigned and approved by the Department Director/Manager prior to an employee working such time. Working overtime without advance approval is grounds for discipline.

Plan Effective Date: 9/1/2020

Proposal Prepared for: City of Jurupa Valley
Number of employees: 38
City, State: Riverside, CA

Prepared by: David Christensen

Plan Selected: Group Term Life, Spouse Coverage, Dependent Children Coverage, AD&D (Basic and Supplemental)

Date Prepared: 6/18/2020
Quote Expires: 9/16/2020

Rate Information

| Basic Coverage | Lives | Monthly Rate | Volume (000s) | Monthly Premium |
|------------------------|-------|-------------------------------|---------------|-----------------|
| Life | 38 | 0.260 per \$1,000 of coverage | 1,900 | \$494.00 |
| AD&D | 38 | 0.030 per \$1,000 of coverage | 1,900 | \$57.00 |
| Total Monthly Premium: | | | | \$551.00 |
| Total Annual Premium: | | | | \$6,612.00 |

Supplemental Coverage

All Rates listed are Monthly per \$1,000 of coverage

| Age-band | Employee | | Spouse | Dependent Children |
|-----------------|-------------|---------|-------------|---|
| | Non-tobacco | Tobacco | Uni-tobacco | Unit |
| 0-24 | 0.069 | 0.086 | 0.058 | 0.337 |
| 25-29 | 0.075 | 0.092 | 0.065 | 0.337* |
| 30-34 | 0.097 | 0.121 | 0.089 | *Dependent children coverage is available up to age 26. |
| 35-39 | 0.137 | 0.179 | 0.130 | |
| 40-44 | 0.205 | 0.283 | 0.196 | |
| 45-49 | 0.320 | 0.441 | 0.304 | |
| 50-54 | 0.471 | 0.691 | 0.452 | |
| 55-59 | 0.705 | 0.935 | 0.663 | |
| 60-64 | 0.992 | 1.271 | 0.914 | |
| 65-69 | 1.424 | 1.762 | 1.307 | |
| 70-74 | 2.693 | 3.303 | 2.471 | |
| 75+ | 8.409 | 9.611 | 7.640 | |
| AD&D | 0.030 | | 0.033 | 0.028 |

The rates above are for the plan(s) described in this proposal, subject to the conditions specified.
 Rates are based on information entered on the quote input screen and final rates may differ if the information changes.

Proposed Plan - Basic

Employee Coverage - The benefit is a guaranteed issue amount of \$50,000.

Accidental Death and Dismemberment (AD&D) - Available at the same face amount of Life coverage. Must have Life coverage to receive AD&D coverage.

City of Jurupa Valley

STAFF REPORT

DATE: JULY 2, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER
BY: GEORGE WENTZ, DEPUTY CITY MANAGER

SUBJECT: AGENDA ITEM NO. 13.C

**AGREEMENT BETWEEN CITY OF JURUPA VALLEY AND
JURUPA AREA RECREATION AND PARK DISTRICT TO
OPERATE THE EDDIE DEE SMITH SENIOR CENTER**

RECOMMENDATION

That the City Council approve the Agreement between the City and the Jurupa Area Recreation and Park District (JARPD) for operation of the Eddie Dee Smith Senior Center.

BACKGROUND

On May 21, 2020, the City Council adopted a resolution approving the transfer agreement between the City and the County of Riverside for the conveyance of the Eddie Dee Senior Center (Center) to the City of Jurupa Valley. The Center will be formally transferred to the City on June 30, 2020.

The Eddie Dee Smith Senior Center is located at 5888 Mission Boulevard in Jurupa Valley. The 9,120 square foot facility sits adjacent to a variety of senior housing options in the City's Rubidoux neighborhood.

ANALYSIS

Currently, the Senior Center is operated by the Family Service Association ("FSA") through a contract agreement with the County. The FSA provides program management, a senior meal program, and carries out the day-to-day operational responsibilities of the facility. The current agreement expires on June 30, 2020.

Staff has met with both FSA and JARPD to discuss the operation of the Center to JARPD effective July 1, 2020. The JARPD is prepared to assume operation of the Center effective July 1, 2020 and continue the current programs, activities, etc. without interruption.

The attached agreement was prepared by the City Attorney. The agreement has been reviewed by JARPD and will be presented to their Board following approval by the City. JARPD has agreed to assume operation of the Center effective July 1, 2020.

The FSA will continue to provide the meal services at the Center. JARPD will oversee the services on behalf of the City at the Center.

CONCLUSION

The terms and conditions of the Agreement with JARPD will assure that the Center continues to operate effectively and efficiently to serve the community.

FINANCIAL IMPACT

The approved total budget by the City Council is \$225,000. This was based on our initial review of the contract between the County and FSA. The current agreement with JARPD to provide the same level of service, or better, at \$170,000. The City will assume repair and maintenance of the building itself including janitorial and grounds maintenance.

ALTERNATIVES

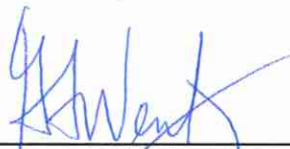
1. Continue contract services with FSA.

Reviewed by:



Connie Cardenas
Director of Administrative Services

Reviewed by:



George A. Wentz, P.E.
Deputy City Manager

Approved as to Form:



Peter Thorson
City Attorney

Submitted by:



Rod B. Butler
City Manager

Attachments:

- A. Agreement

**AGREEMENT BETWEEN CITY OF JURUPA VALLEY AND JURUPA
AREA RECREATION AND PARK DISTRICT TO OPERATE THE
EDDIE DEE SMITH SENIOR CENTER**

This Agreement for facility operation services ("Agreement") is entered into as of this 1st day of July 2020, by and between the City of Jurupa Valley, a municipal corporation ("City") and Jurupa Area Recreation and Park District, a California Recreation and Park District ("District"). City and District are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties." In consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The Parties hereto agree that this Agreement is made with respect to the following facts and for the following purposes:

(a) City is the owner of the Eddie Dee Smith Senior Center located at 5888 Mission Bl. in the City of Jurupa Valley ("Center").

(b) District provides for community services within the City of Jurupa Valley and surrounding areas and has expertise in the operation of community centers.

(c) City and District desire to provide for the operation of the Center as set forth in this Agreement.

SECTION 2. TERM OF AGREEMENT.

The term of this Agreement shall be from July 1, 2020 through June 30, 2021, plus a City-held option for two (2) one-year options for renewal. The City Manager shall have the authority to exercise and execute the necessary term extension amendment.

SECTION 3. SCOPE OF SERVICES AND DISTRICT OBLIGATIONS.

District agrees to perform the services set forth in Exhibit "A" "Scope of Services," attached hereto and incorporated herein as though set forth in full. Should the scope of services not be performed as provided in Exhibit "A", District shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow District to continue performing the scope of services until such services are complete.

District shall be obligated to provide programs and services to the community including but not limited to all programs and services set forth in this Agreement.

Subject to the City's Capital Maintenance and Improvement obligations, District shall keep and maintain all portions of the Center used by the District in good condition and at District's expense except as noted herein. Reasonable wear and tear is acceptable and District shall not cause waste or damage to the improvements and resources thereon by its employees, contractors or agents.

District may not place or dump garbage, trash or refuse anywhere upon or within the Property, except for self-contained trash receptacles.

District may not commit or create, or knowingly suffer to be committed or created any waste, hazardous condition and/or to occur upon the property

District must exercise reasonable due diligence in the protection of the Property against damage or destruction by fire, vandalism or other cause.

SECTION 4. ADDITIONAL SERVICES.

District shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A" "Scope of Services," unless such additional services are authorized in advance and in writing by the City Council or City Manager of City. District shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager, as provided in Section 5.

SECTION 5. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay District the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed

One Hundred and Seventy Thousand (\$170,000) over the initial term in full operation.

(b) District shall be compensated monthly based on actual costs until such time that the Center is in full operation, as determined by the City. Upon full operation, the City will pay monthly installments, as reflected in Exhibit B, Compensation, attached hereto in incorporated herein as though set forth in full.

(c) Except as to any charges for work performed or expenses incurred by District which are disputed by City, City will use its best efforts to cause District to be paid within thirty (30) days of receipt of District's correct and undisputed invoice.

(d) Payment to District for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by District.

(e) Each month District shall furnish to City an original invoice for all work performed, revenue received and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, revenue received (by rental and class provided) and subcontractor contracts (including class instructors). Subcontractor charges shall be detailed by the following categories: classes instructed, percentage paid and attendees for each class. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice and revenue detail submitted by the Service Provider to

determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to District for correction and resubmission.

SECTION 6. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and observe the premises, programs, and operations of Consultant's work under this Agreement, during Center hours.

SECTION 7. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by District in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the District. Upon completion, expiration or termination of this Agreement, District shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by District in the course of providing any services pursuant to this Agreement, District's guarantees and warrants related to Standard of Performance and found in Section 9 of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 8. BOOKS AND RECORDS.

(a) District shall maintain any and all documents and records demonstrating or relating to District's performance of services pursuant to this Agreement. District shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by District pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at District's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of District's business, City may, by written request, require that custody of such documents or records be given to the City and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 9. STATUS OF DISTRICT.

(a) District is a separately formed and existing governmental entity, with a separate elected board, and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. District shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of District shall at all times be under District's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of District or any of District's officers, employees, or agents except as set forth in this Agreement. District shall not at any time or in any manner represent that District or any of District's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither District, nor any of District's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. District expressly waives any claim District may have to any such rights.

SECTION 10. STANDARD OF PERFORMANCE.

District represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. District shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, District shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of District under this Agreement.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by District in the course of providing any services pursuant to this Agreement, District's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 11. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

District shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. District shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of District to comply with this section.

SECTION 12. PREVAILING WAGE LAWS.

It is the understanding of City and District that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 13. NONDISCRIMINATION.

District shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by District in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to District. District shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) District, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided District gives City notice of such court order or subpoena.

(c) If District, or any officer, employee, agent or subcontractor of District, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from District for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of District's conduct.

(d) District shall promptly notify City should the District, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent District or be present at any deposition, hearing or similar proceeding. District agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by District. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) General Indemnification Provisions. District shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or subcontractors of District.

(b) Sub-Contract Indemnification. District agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of District in the performance of this Agreement. In the event District fails to obtain such indemnity obligations from others as required here, District agrees to be fully responsible according to the terms of this section.

(c) Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement or this section.

(d) The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 16. INSURANCE REQUIREMENTS.

(a) District shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this Agreement by the District, its agents, representatives, or employees.

1) Minimum Scope of Insurance. Coverage shall be at least as broad
as:

a) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

b) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the District owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

c) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the District has no employees while performing under this Agreement, worker's compensation insurance is not required, but District shall execute a declaration that it has no employees.

2) Minimum Limits of Insurance. District shall maintain limits no less than:

a) General Liability: One million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Vehicle Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.

c) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

3) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed \$25,000 unless otherwise approved in writing by the City Manager in his sole discretion.

(b) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials ("Additional Insured") shall be covered as insured's as respects: liability arising out of activities performed by or on behalf of the District; products and completed operations of the District; premises owned, occupied or used by the District; or automobiles or vehicles owned, leased, hired or borrowed by the District. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to this project, the District's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-

insured maintained by the Additional Insureds shall be excess of the District's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

4) The District's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that the insurer shall endeavor to provide thirty (30) days' prior written notice, by certified mail, return receipt requested, to the City prior to any action to suspend, void, cancel or otherwise reduce in coverage or in limits.

6) Within one (1) business day following receipt by District of any notice correspondence or notice, written or oral, of an action or proposed action to suspend, void, cancel or otherwise reduce in coverage or in limits of the required insurance, District shall notify City of such action or proposed action.

(c) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

(d) Verification of Coverage. District shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the District's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(e) Modifications. City Manager may, with the consent of the City Attorney, waive the provisions of this paragraph or provided for other forms of insurance as may be necessary to enable the City to receive adequate insurance protection as contemplated in this section.

SECTION 17. ASSIGNMENT.

The expertise and experience of District are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon District under this Agreement. In recognition of that interest, District shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of District's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however,

that District, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

District shall make every reasonable effort to maintain the stability and continuity of District's staff and subcontractors, if any, assigned to perform the services required under this Agreement. District shall notify City of any changes in District's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving ninety (90) days written notice of termination to District. In the event such notice is given, District shall cease immediately all work in progress.

(b) District may terminate this Agreement, with or without cause, at any time by giving ninety (90) days written notice of termination to City.

(c) If either District or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either District, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either District or City, all property belonging exclusively to City which is in District's possession shall be returned to City. District shall furnish to City a final invoice for work performed and expenses incurred by District, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

SECTION 20. DEFAULT.

In the event that District is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating District for any work performed after the date of default. Instead, the City may give notice to District of the default and the reasons for the default. The notice shall include the timeframe in which District may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that District is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If District does not cure the default, the City may take necessary steps to terminate this Agreement under Section 18. Any failure on the part of the City to give notice of the District's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 21. EXCUSABLE DELAYS.

District shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of District. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit "A" "Scope of Services," shall be furnished to District in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 23. NOTICES.

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attn. City Manager

To District: Jurupa Area Recreation and Park District
8621 Jurupa Rd.
Jurupa Valley CA 92509
Attn. General Manager

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of District represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind District to the performance of its obligations hereunder.

SECTION 25. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative, following approval of this Agreement by the City Council. The City Manager shall have the authority to issue interpretations and to make minor amendments to this Agreement on behalf of the City so long as such actions do not materially change the Agreement or make a commitment of additional funds of the City beyond the express authority granted in Section 4.

SECTION 26. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by District and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Jurupa Valley Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by District shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 30. ATTORNEYS' FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between District and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 33. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY OF JURUPA VALLEY

Anthony Kelly, Jr., Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

**JURUPA AREA RECREATION AND PARK
DISTRICT**

Ron Anderson, President of the Board

ATTEST:

Kim Jarrell Johnson, Secretary

APPROVED AS TO FORM:

District General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

I. Services:

District to provide professional facility operation management services for the Eddie Dee Smith Senior Center (Center). The Center is located at 5888 Mission Blvd, Jurupa Valley, CA 92509. The City-owned, public Center is approximately 9,120 square feet, on one level, and is open to the public for community use and special events. The Center is a vital resource for adult recreational, nutritional, and educational activities.

II. District shall perform the following Services:

A. Operate the Center as a Full Service Senior Center

1. District shall provide daily on-site management services that include facility use/rental, community services, forward planning, and facility maintenance.
2. The Center shall be open Monday through Friday, 8:00 a.m. to 3:00 p.m. for Senior activities and varying weekend hours based on programming/rental schedule. The above hours are subject to change based on operations at the facility. Changes in operating hours are subject to approval and consent by the City of Jurupa Valley. JAPRD may operate the facility outside of the dedicated senior activities for typical recreation classes and rentals, costs associated with operating the facility outside of the senior center normal hours are not covered within this agreement.
3. Utilizing communications/recreational techniques District will allow multiple groups to work together to service and provide solutions for our Center that meet the needs and desires of the users and provide opportunities for the exchange of event knowledge and experience.
4. District will adhere to quality control measures to ensure Center operations are high quality and that the Center operational efforts are completed accurately and efficiently.
5. District shall provide on-going, comprehensive communications on Center usage requirements, rules, Center events, Center availability and provide event scheduling information to the City Manager's Office.
6. District shall communicate the total Center requirements of events / rental agreements or leases to the City. Meet with the City as required to coordinate event details and identify exceptional requirements for events. Establish terms and deadlines for Center use requirements.
7. District will operate the Center within established guidelines so that availability, cost and usage determination is consistent for all potential users.

8. District shall market the Center to include suggestions for maximum utilization, advertising for widest exposure, including a web site, and on-line scheduling.
 9. District will provide event screening by making initial determinations on suitability of event within the Center, event scheduling and utilization frequency, and event clean-up and janitorial follow-up.
 10. District will work to ensure the needs, wants and desires of the Center participants are met through a variety of social events, programs and activities. Participants will be surveyed regularly to ensure programs are meeting expectations and adjustments will be made as needed.
 11. District shall make the kitchen and dining areas available for the Senior Nutrition Program on a daily basis and shall continue to work with other food distribution programs that will benefit the community.
 12. The City reserves the option of selecting, supervising and directly paying for any repairs; allowing for City to authorize all repairs, with emergencies being an exception, and maintenance scheduling.
- B. District will strive to develop new programs and expand current programs, to address the needs of all ages and interest. Examples of new programs that may be considered are:
1. Bi-annual Senior Care Fair
 2. Monthly Senior Mixers
 3. Educational/self-enrichment courses
 4. Community Health Fair
 5. Blood Drive
 6. Exercise Classes
 7. Expansion of trips and excursions.
- C. Conduct the Center where programming for all Jurupa Valley residents is the first priority.
- D. Participate as an active partner with the City of Jurupa Valley and make the facility available for City Sponsored activities or events when needed with 30 days written notice. Should a facility scheduling conflict arise, and another JARPD facility is available, that facility may be utilized by the City as an alternative. Should the need for an emergency meeting arise, JARPD will make every effort to cancel or re-schedule any after hour activities.
- III. As part of the Services, District will prepare and deliver the following tangible work products to the City:

- A. Monthly — written report of current upcoming events and information regarding the Center.
 - B. Monthly — income and expense reports
 - a. Income reports must contain each individual class cost and attendee count
 - b. Income reports must also contain detailed information regarding leasing & rentals (customer name and date of rental/lease timeline) and the amount received for each rental/lease.
 - C. Quarterly — income and expense report
 - D. Annually
 - a. income and expense report.
 - b. Annual attendance report
- IV. During performance of the Services, District will keep the City apprised of the status of performance by delivering the following status reports monthly:
- A. Class attendance — provide a class head count to track participation in classes offered at the Center.
 - B. Income — Designate specific codes and receipt book that is deposited with District's accounting department.
 - C. Expenses — coded specifically by operation including cost sharing if benefiting from more than one location.
- V. District may utilize the following personnel to accomplish the Services:
- A. Community Center Recreation Coordinator
 - B. Recreation Leader
 - C. Recreation Aides
 - D. District Administrative support General Manager, Special Projects Supervisor, Finance Manager, and Recreation Supervisor.

EXHIBIT "B"

COMPENSATION

I. Fees for services shall be based on the fee schedule established by the District for similar programs, activities, classes, etc. within the City of Jurupa Valley. The City may, at its sole discretion, establish a separate fee or cost for non-residents of the City of Jurupa Valley.

II. District will pay utilities directly to the utility company for: gas, electric, phone/internet, water/sewer.

III. District may retain the first \$20,000 (each FY) in revenue received from classes, rentals and event agreements at the Center. Said revenues shall be reinvested into programs, activities, classes, etc. at the Center. Should revenues not be reinvested at the Center, District shall credit their monthly invoices by the amount received in revenues or the excess remaining each month of that FY, whichever is greater.

IV. The total compensation for the Services shall not exceed \$170,000 as provided in Section 4 of this Agreement, unless agreed to in writing by the City of Jurupa Valley.

City of Jurupa Valley

STAFF REPORT

DATE: JULY 2, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER
BY: GEORGE WENTZ, DEPUTY CITY MANAGER

SUBJECT: AGENDA ITEM NO. 13.D

FACILITY USE AGREEMENT BETWEEN FAMILY SERVICE ASSOCIATION AND THE CITY OF JURUPA VALLEY

RECOMMENDATION

That the City Council approve the Agreement between the City and Family Service Association for the delivery of food services at the Eddie Dee Smith Senior Center.

BACKGROUND

On May 21, 2020, the City Council adopted a Resolution approving the transfer agreement between the City and the County of Riverside for the conveyance of the Eddie Dee Senior Center (Center) to the City of Jurupa Valley. The Center will be formally transferred to the City on June 30, 2020.

The Eddie Dee Smith Senior Center is located at 5888 Mission Boulevard in Jurupa Valley. The 9,120 square foot facility sits adjacent to a variety of senior housing options in the City's Rubidoux neighborhood.

ANALYSIS

Currently, the senior center is operated and food services are provided by the Family Service Association ("FSA") through a contract agreement with the County. The FSA provides program management, a senior meal program, and carries out the day-to-day operational responsibilities of the facility. The current agreement expires on June 30, 2020.

Staff has met with both FSA and JARPD to discuss the operation of the Center to JARPD effective July 1, 2020. The JARPD is prepared to assume operation of the Center effective July 1, 2020 and continue the current programs, activities, etc. without interruption.

It is proposed that the Family Services Association continue to provide the food services. The Agreement allows FSA to continue to use the Eddie Dee Smith Center as the location

for distribution of meals and other food related services. The current food service related programs will not change.

The FSA will continue to provide the meal services at the Center. JARPD will oversee the services on behalf of the City at the Center.

CONCLUSION

The terms and conditions of the Agreement with FSA will assure that the Center continues to provide food related services to our community.

FINANCIAL IMPACT

There are no additional costs to the City for these services. These are funded through the County and our participation through CDBG.

ALTERNATIVES

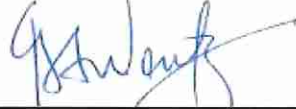
1. Have an alternate provider for the food related services.

Reviewed by:



Connie Cardenas
Director of Administrative Services

Reviewed by:



George A. Wentz, P.E.
Deputy City Manager

Approved as to Form:



Peter M. Thorson
City Attorney

Submitted by:



Rod B. Butler
City Manager

Attachments:

- A. Agreement

**AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND
FAMILY SERVICE ASSOCIATION, INC., FOR THE USE OF THE
EDDIE DEE SMITH SENIOR CENTER, 5888 MISSION BLVD., JURUPA
VALLEY FOR THE SENIOR NUTRITION MORE THAN A MEAL
PROGRAM**

THIS AGREEMENT is made and effective as of July 1, 2020, between the City of Jurupa Valley ("City") and Family Service Association, Inc. a California nonprofit corporation ("Operator"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term

This Agreement shall commence on July 1, 2020, and shall remain and continue in effect until June 30, 2024, unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. Use of Facility

A. Operator is under a separate contract with the City and County of Riverside to provide services under the Senior Nutrition More Than a Meal Program ("Program").

B. City grants a license to Operator to use the Eddie Dee Smith Senior Center located at 5888 Mission Bl., Jurupa Valley California ("Center") for the exclusive purpose of providing services under Program. Operator shall not use or permit the Center to be used for any other purpose without the prior written consent of the City Manager.

C. Operator shall be allowed to use the City's furniture, fixtures and equipment necessary for Operator to provide the services for the Program. Operator assumes full responsibility for the furniture, fixtures and equipment and shall hold the Center harmless for any theft, damage, and other incidents relating to the personal property of Operator staff or clients except for normal wear and tear.

D. The City shall pay and hold Operator free and harmless from all charges for the furnishing of electricity, natural gas, water, sewer, solid waste disposal or other public utilities to the Center during the term of this Agreement.

E. The City shall pay and not hold FSA responsible for general maintenance, replacement or repair of kitchen equipment, fixtures or materials not used exclusively by Operator under this Agreement. Additionally, any general maintenance, replacement, repairs or materials for kitchen equipment used exclusively by Operator will be reviewed jointly between City and Operator before the replacement, repair or general maintenance is to be completed.

3. Performance

Operator shall at all times faithfully, competently and use its best efforts to perform all tasks described herein. Operator shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Operator hereunder in meeting its obligations under this Agreement.

4. No Payment

The City shall not charge the Operator for the use of the Center for the Program because the Operator is performing a service for the City.

5. Suspension or Termination of Agreement Without Cause; Default Of Operator

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Operator at least ten (10) days prior written notice.

B. The Operator's failure to comply with the provisions of this Agreement shall constitute a default.

1) In the event that Operator is in default for cause under the terms of this Agreement, City shall have the right to terminate this Agreement immediately by written notice to the Operator.

2) If such failure by the Operator to make progress in the performance of work hereunder arises out of causes beyond the Operator's control, and without fault or negligence of the Operator, it shall not be considered a default.

3) If the City Manager or his delegate determines that the Operator is in default in the performance of any of the terms or conditions of this Agreement, he or she shall serve the Operator with written notice of the default. The Operator shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Operator fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

6. Ownership and Maintenance Of Documents

A. Operator shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Operator shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Operator shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to

examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after termination or expiration of Agreement.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files containing data generated for the work, notes and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Operator. With respect to computer files containing data generated for the work, Operator shall make available to the City, upon reasonable written request by the City Manager, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

7. Indemnification.

Operator shall defend, hold harmless and indemnify the City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (collectively "Indemnitees") with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Operator or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Operator shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Operator's duty to defend pursuant to this Section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions or Indemnitees.

8. Insurance Requirements.

A. Operator shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Operator, its agents, representatives, or employees.

1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

a) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

b) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Operator owns no

automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

c) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Operator has no employees while performing under this Agreement, worker's compensation insurance is not required, but Operator shall execute a declaration that it has no employees.

2) Minimum Limits of Insurance. Operator shall maintain limits no less than:

a) General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Vehicle Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.

c) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

3) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed \$25,000 unless otherwise approved in writing by the City Manager in his sole discretion.

B. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials ("Additional Insured") shall be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Operator; products and completed operations of the Operator; premises owned, occupied or used by the Operator; or automobiles or vehicles owned, leased, hired or borrowed by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to this project, the Operator's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insured maintained by the Additional Insureds shall be excess of the Operator's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

4) The Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that the insurer shall endeavor to provide thirty (30) days' prior written notice, by certified mail, return receipt requested, to the City prior to any action to suspend, void, cancel or otherwise reduce in coverage or in limits.

6) Within one (1) business day following receipt by Operator of any notice correspondence or notice, written or oral, of an action or proposed action to suspend, void, cancel or otherwise reduce in coverage or in limits of the required insurance, Operator shall notify City of such action or proposed action.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

D. Verification of Coverage. Operator shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Operator's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

E. Modifications. City Manager may, with the consent of the City Attorney, waive the provisions of this paragraph or provided for other forms of insurance as may be necessary to enable the City to receive adequate insurance protection as contemplated in this section.

9. Independent Contractor

A. Operator is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Operator shall at all times be under Operator's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Operator or any of Operator's officers, employees, or agents except as set forth in this Agreement. Operator shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Operator shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Operator in connection with the performance of this Agreement. Except for the fees paid to Operator as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Operator for performing services hereunder for City. City shall not be liable for compensation or indemnification to Operator for injury or sickness arising out of performing services hereunder.

10. Legal Responsibilities

The Operator shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Operator shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Operator to comply with this section.

11. Confidentiality; Release Of Information

A. All information gained by Operator in performance of this Agreement shall be considered confidential and shall not be released by Operator without City's prior written authorization.

B. Operator, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Operator gives City notice of such court order or subpoena.

C. City and Operator are both Covered Entities under the Federal HIPAA laws and both covered entities are performing functions, activities, or services for the Senior Nutrition, More Than A Meal program and may have access to Protected Health Information. Therefore, the City and the Operator shall enter into the Confidentiality Agreement HIPPA Business Associates Agreement set forth in Exhibit A, attached hereto. City Manager shall be authorized to execute the Confidentiality Agreement HIPPA Business Associates Agreement on behalf of the City.

12. Assignment

The Operator shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. City consents to the use of the sub-contractors described in Exhibit A to this Agreement provided the costs of such sub-contractors shall be borne by the Operator and shall not exceed the costs described in Paragraph 5 of this Agreement.

13. Nondiscrimination.

The Operator shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

14. Continuity of Personnel. Operator shall make every reasonable effort to maintain the stability and continuity of Operator's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Operator shall notify City of any changes in

Operator's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

15. General Provisions

A. Notices

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Jurupa Valley
8930 Limonite
Jurupa Valley, CA 92509
Attention: City Manager

To Operator Family Service Association
21250 Box Springs Rd, Suite 212
Moreno Valley, CA 92557
Shannon Gonzalez , Chief Program Officer
(951) 686-1096 shannon.gonzalez@fsaca.org

B. Licenses. At all times during the term of this Agreement, Operator shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

C. Governing Law; Venue

1) The City and Operator understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

2) Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Jurupa Valley. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

D. Prohibited Interest. No officer, or employee of the City of Jurupa Valley who has participated in the development of this Agreement or its administration shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Operator, or Operator's sub-contractors, during his/her tenure or for one year thereafter. The Operator hereby warrants and represents to the City that no officer or employee of the City Council or City of

Jurupa Valley has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Operator or Operator's sub-Operators on this project. Operator further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

E. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

F. Time is of Essence. In carrying out the provisions of this Agreement, both parties acknowledge and agree that time is of the essence.

G. Authority To Execute This Agreement. The person or persons executing this Agreement on behalf of Operator warrants and represents that he or she has the authority to execute this Agreement on behalf of the Operator and has the authority to bind Operator to the performance of its obligations hereunder.

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

CITY OF JURUPA VALLEY

Anthony Kelly, Jr., Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

**OPERATOR
FAMILY SERVICE ASSOCIATION, INC.**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

If Operator is a corporate party, the corporation must be represented by two individuals who shall execute this Agreement on behalf of the corporation as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). See California Corporations Code section 313. A corporate resolution designating an individual officer to execute agreements on behalf of the corporation will be accepted.

EXHIBIT A
CONFIDENTIALITY AGREEMENT
HIPAA BUSINESS ASSOCIATES AGREEMENT TERMS

This Confidentiality Agreement is entered into by Family Service Association (“FSA”) and City of Jurupa Valley, concurrently with and as a part of the Facility Use Agreement between them, and to be effective upon document execution (the “Use Agreement”).

WHEREAS, Business (City of Jurupa Valley) and FSA are both Covered Entities under the Federal HIPAA laws and both covered entities are performing functions, activities, or services for the Senior Nutrition, More Than A Meal Program (“Program”) and may have access to Protected Health Information (as defined below);

WHEREAS, the Secretary of Health and Human Services has issued regulations under 45 CFR Parts 160 and 164 (the “HIPAA Security and Privacy Rule”); and

WHEREAS, the Parties have entered into a use agreement for the Program and a use agreement to use a City facility for the Program for the Agreement and pursuant to that Agreement each of the Parties may be considered a “business associate” of the other party as a “Covered Entity” as defined in the HIPAA Security and Privacy Rule; and

WHEREAS, HIPAA requires Covered Entity to enter into a “Business Associate Agreement” with Business Associate to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by Business Associate if such a contract is not in place.

THEREFORE, in consideration of the Parties’ continuing obligations under the Use Agreement, compliance with the HIPAA Security and Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Confidentiality Agreement (“Agreement”).

1. DEFINITIONS

The terms in this Agreement shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control.

The term “Protected Health Information” means any information, whether oral or recorded in any form or medium, that: (a) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (b) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the

provision of health care to an individual; and (c) identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

2. CONFIDENTIALITY

Business Associate agrees to use or disclose any Protected Health Information solely for providing the services as set forth in the Use Agreement between the Parties. Upon termination of this Agreement or the Use Agreement, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. If, however, such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible, all in compliance with the HIPAA Security and Privacy Rule.

Business Associate shall undertake to require any agents or subcontractor to whom it provides Protected Health Information to agree to the same restrictions and conditions that apply to Business Associate with respect to the Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information: (i) if necessary, for the proper management and administration of Business Associate or to perform the legal responsibilities of Business Associate, provided that the disclosure is required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; or (ii) for data aggregation services. Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement or otherwise permitted under the HIPAA Security and Privacy Rule. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity.

Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), for purposes of determining Covered Entity's compliance with the Privacy Regulations.

Business Associate shall report to Covered Entity each use or disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity within seventy-two (72) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to covered Entity no later than twenty (20) days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

Prior to Covered Entity disclosing any Protected Health Information to Business Associate, Covered Entity shall have executed by the individual an Authorization in the form of Attachment A. The Authorization shall be maintained in Covered Entity's files and shall be provided to Business Entity immediately upon request.

3. ACCESS TO PROTECTED HEALTH INFORMATION

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule.

4. TERMINATION

Upon Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, Covered Entity shall either: (a) notify Business Associate of the breach in writing, and provide an opportunity to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity shall have the right to immediately terminate this Agreement and the Use Agreement upon written notice to Business Associate; (b) upon written notice to Business Associate, immediately terminate this Agreement and the Use Agreement if Covered Entity determines that such breach cannot be cured; or (c) if Covered Entity determines that neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

5. INDEMNITY

Each Party shall indemnify, defend and hold harmless ("Indemnifying Party") the other and its agents, officers, directors, employees, successors and assigns, and each of them ("Indemnified Parties"), from and against any and all claims, suits, actions and proceedings, from or against any and all liabilities, judgments, losses, damages, costs, charges, and expenses of whatever

nature or character resulting from, arising out of or in connection with any breach of this Agreement by the Indemnifying Party.

If any third party shall notify any Indemnified Party of any matter which may give rise to a claim for indemnification ("Third Party Claim"), the Indemnified Party shall promptly notify the Indemnifying Party thereof provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnified Party from any obligation hereunder, unless (and then solely to the extent) the Indemnifying Party is thereby prejudiced.

The Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with the counsel of the Indemnifying Party's choice, which legal counsel is subject to the reasonable approval of the Indemnified Party, so long as the Indemnifying Party notifies the Indemnified Party within thirty (30) days after the Indemnified Party has given notice of the Third Party Claim that the Indemnifying Party will indemnify the Indemnified Party to the fullest extent provided by the provisions of this paragraph and continues to actually provide a vigorous defense. No settlement may be agreed to by the Indemnifying Party without the consent of the Indemnified Party, which consent shall not be unreasonably withheld.

6. MISCELLANEOUS PROVISIONS

Survival of Agreement: The obligations of Business Associate under this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Use Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

Severability: If any provision or clause of this Agreement is found to be null or unenforceable, the Agreement will be construed as a whole to effect as closely as practicable the original intent of the parties; however, if for good cause, either party would not have entered into the Agreement knowing the interpretation of the Agreement resulting from the foregoing, the Agreement itself shall be null.

Prior Agreements and Merger: This Confidentiality Agreement HIPPA Business Associates Agreement supersedes and terminates all prior agreements (with the exception of the Use Agreement and the Program Agreement), whether written or oral, to which the Parties or any of them are also parties concerning the subject matter of this Confidentiality Agreement HIPPA Business Associates Agreement, and as of the execution of this Agreement, none of such other agreements shall any longer have any force or effect. This Agreement and the Use Agreement contain the entire understanding of the Parties with respect to the subject matter of this Agreement, and the terms of this Agreement are contractual and not a mere recital. Each party covenants and agrees that to the extent that HIPAA requires additional or other actions by such party concerning Protected Health Information received from individuals to whom services are provided under the Use Agreement or is otherwise created or received from any person or entity, the party receiving the Protected Health Information will fully comply with all of the requirements of HIPAA.

Modification: No addition or modification to this Agreement shall be valid unless made in writing and signed by both parties.

No Waiver: No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Assignment: Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

Relationship between Parties: None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

Execution of Agreement: This Agreement may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Agreement.

EXECUTION/EFFECTIVE DATE IS CONCURRENT WITH THE USE AGREEMENT, AND IS THE LATER OF THE BELOW TWO DATES.

We, the undersigned, as authorized representatives of Family Service Association and City of Jurupa Valley, do hereby approve this document.

CITY OF JURUPA VALLEY:

FAMILY SERVICE ASSOCIATION:

By: _____

By:

Print Name: _____

Print Name:

Title: _____

Title:

Date: _____

Date: _____