

For further information on an agenda item, please contact the City at 12363 Limonite Ave. Suite 910, Eastvale, CA 91752

**AGENDA**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF EASTVALE**  
**Wednesday February 13, 2013**  
**6:30 P.M.**

**Rosa Parks Elementary School, 13830 Whispering Hills Drive**

**1. CALL TO ORDER:** 6:30 p.m.

**2. ROLL CALL/INVOCATION /PLEDGE OF ALLEGIANCE:**

Council Members – Ric Welch, Kelly Howell, Jeff DeGrandpre  
Mayor Pro Tem – Adam Rush  
Mayor – Ike Bootsma

**3. PRESENTATIONS/ANNOUNCEMENTS:**

*At this time, the City Council may recognize citizens and organizations that have made significant contributions to the community and it may accept awards on behalf of the City.*

There are no presentations.

**4. PUBLIC COMMENT/CITIZEN PARTICIPATION:**

*This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor's, City Council's and staff's ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. Although voluntary, we ask that you fill out a "Speaker Request Form", available at the side table. The completed form is to be submitted to the City Clerk prior to being heard. Public comment is limited to two (2) minutes each with a maximum of six (6) minutes.*

**5. CONSENT CALENDAR:**

*Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. Public comment is limited to two (2) minutes each with a maximum of (6) minutes.*

**5.1 Requesting Continuance Of The Consideration Of A Policy Regarding Selection Of Environmental Consultants.**

Recommendation: Staff Requests That The City Council Continue Consideration Of A Proposed Policy And Procedure For Selection Of Environmental Consultants To The Council Meeting Of February 27<sup>th</sup>.

**6. PUBLIC HEARINGS:**

*The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker's podium at the appropriate time, give your name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Member of the City Council. **Public comment is limited to two (2) minutes each with a maximum of six (6) minutes.***

There are no Public Hearing Items.

**7. OLD BUSINESS ITEMS:**

*Public comment will be called for each item. Please keep comments brief so that everyone who wishes to speak has the opportunity to do so. After public comment is closed you may not further speak on the matter unless the City Council requests further clarification of your statement. **Public comment is limited to two (2) minutes with a maximum of six (6) minutes.***

**7.1 City Council Appointment to Public Safety Commission.**

Recommendation: Nomination of Public Safety Commissioner by Council Member Howell.

**8. NEW BUSINESS ITEMS:**

*Public comment will be called for each non-hearing item. Please keep comments brief so that everyone who wishes to speak has the opportunity to do so. After public comment is closed, you may not further speak on the matter unless the Mayor or City Council requests further clarification of your statement. **Public Comment is limited to two (2) minutes with a maximum of six (6) minutes.***

**8.1 Budget Calendar.**

Recommendation: Approve Budget Calendar For Fiscal Year 2013-2014 Annual Operations and Capital Improvement Budget.

**8.2 Goal Setting For Fiscal Year 2013-2014 Budget.**

Recommendation: Discuss Goals and Priorities for Fiscal Year 2013-2014 Annual Operations and Capital Improvement Budget.

**8.3 Award of Property Tax Services to HdL Coren & Cone.**

Recommendation: Award Property Tax Services To HdL Coren & Cone In The Amount Of \$14,400 Plus 20% Of The Tax .

8.4 **Jurupa Community Services District (JCSD) Liaison Committee.**

Recommendation: Provide Direction On Discussions With JCSD On The Taking Over The Parks And Recreation Functions Of The District.

9. **COUNCIL COMMUNICATIONS:**

*(Committee Reports, Agenda Items, Meeting Requests and Review etc.)*

*This is an opportunity for the Mayor and City Council Members to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing portion is not appropriate for discussion in this section of the agenda. NO ACTION CAN BE TAKEN AT THIS TIME.*

10. **CITY MANAGER'S REPORT:**

11. **CLOSED SESSION:**

There are no Closed Session Items.

12. **ADJOURNMENT:**

*The next regular meeting of the Eastvale City Council will be held on February 27, 2013 at 6:30 p.m. at Rosa Parks Elementary School.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City of Eastvale. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

**POSTING STATEMENT:**

I, Ariel Berry, Assistant City Clerk or my designee hereby certify that a true and correct, accurate copy of the foregoing agenda was posted February 7, 2013, seventy-two (72) hours prior to the meeting per Government Code 54954.2, at the following locations:

Eastvale City Hall 12363 Limonite Ave. Suite 910

Rosa Parks Elementary School 13830 Whispering Hills Drive

Eastvale Library 7447 Cleveland Avenue

City of Eastvale Website, [www.eastvaleca.gov](http://www.eastvaleca.gov)



# City of Eastvale

## City Council Meeting Agenda

### Staff Report

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**MEETING DATE: FEBRUARY 13, 2013**

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#### ***1. CALL TO ORDER***



**City of Eastvale**  
**City Council Meeting Agenda**  
**Staff Report**

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**MEETING DATE: FEBRUARY 13, 2013**

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***2. ROLL CALL/INVOCATION/PLEDGE OF ALLEGIANCE***



# City of Eastvale

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**MEETING DATE: FEBRUARY 13, 2013**

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### **3. *PRESENTATIONS/ANNOUNCEMENTS:***

There are no presentations.



# City of Eastvale

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**MEETING DATE: FEBRUARY 13, 2013**

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#### ***4. PUBLIC COMMENT/CITIZEN PARTICIPATION:***



# City of Eastvale

## City Council Meeting Agenda

### Staff Report

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**MEETING DATE: FEBRUARY 13, 2012**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: CAROL JACOBS, CITY MANAGER**

**SUBJECT: REQUESTING CONTINUANCE OF THE CONSIDERATION OF A POLICY REGARDING SELECTION OF ENVIRONMENTAL CONSULTANTS**

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**RECOMMENDATION: STAFF REQUESTS THAT THE CITY COUNCIL CONTINUE CONSIDERATION OF A PROPOSED POLICY AND PROCEDURE FOR SELECTION OF ENVIRONMENTAL CONSULTANTS TO THE COUNCIL MEETING OF FEBRUARY 27TH**

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#### **BACKGROUND:**

At the Council meeting of January 23, 2013, the City Council asked staff to discuss a proposed policy and procedure for selection of environmental consultants with the Building Industry Association, so that the Council could have the benefit of the stakeholders' input before making a decision.

Staff reached out to the Riverside Building Industry Association, which indicated that the group would have a number of comments on the policy as proposed.

The BIA would like to be at the Council meeting at which the policy and procedure will be considered. However, the group has a scheduling conflict and is not able to attend tonight's meeting.

Staff recommends continuing this item to the Council's next meeting, on February 27. Staff will meet with the BIA to discuss the group's concerns and provide a response to the City Council on February 27.

Prepared by: Eric Norris, Planning  
Reviewed by: City Manager  
City Attorney





# City of Eastvale

## City Council Meeting Agenda

### Staff Report

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**MEETING DATE: FEBRUARY 13, 2013**

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**6. *PUBLIC HEARINGS:***

There are no Public Hearing Items.



**City of Eastvale**  
**City Council Meeting Agenda**  
**Staff Report**

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**MEETING DATE: FEBRUARY 13, 2013**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: CAROL JACOBS, CITY MANAGER**

**SUBJECT: CITY COUNCIL APPOINTMENT TO PUBLIC SAFETY  
COMMISSION**

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**RECOMMENDATION: NOMINATION OF PUBLIC SAFETY COMMISSIONER BY  
COUNCIL MEMBER HOWELL**

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# City of Eastvale

## City Council Meeting Agenda

### Staff Report

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**MEETING DATE:** FEBRUARY 13, 2013  
**TO:** MAYOR AND COUNCIL MEMBERS  
**FROM:** TERRY SHEA, FINANCE DIRECTOR  
**SUBJECT:** BUDGET CALENDAR

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**RECOMMENDATION: APPROVE BUDGET CALENDAR FOR FISCAL YEAR 2013-2014 ANNUAL OPERATIONS AND CAPITAL IMPROVEMENT BUDGET**

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#### **BACKGROUND:**

The City's budget is a plan that allocates available resources to meet the direction of the City's mission, vision and values and the community's priorities. The budget balances the planned expenditures with the projected revenues. The budget process begins in February and culminates with the adoption of the Annual Budget in June.

#### **DISCUSSION:**

In an effort to communicate the budget process and to promote public participation, the proposed budget calendar sets target dates for major milestones in the development of the budget. All City Council dates are designed to correlate with regularly scheduled Council meetings and will be advertised to the public through the City's website e-notification system. In addition, the budget calendar will be published on the City's website in the budget section of the Finance page.

#### **FISCAL IMPACT:**

No fiscal impact.

#### **ATTACHMENTS:**

1. Fiscal Year 2013-2014 Budget Calendar

Prepared by: Anna Montoya, Deputy Finance Director  
Reviewed by: Terry Shea, Finance Director  
Carol Jacobs, City Manager  
John Cavanaugh, City Attorney

# City of Eastvale

12363 Limonite Avenue, Suite #910  
Eastvale, CA 91752  
[www.eastvaleca.gov](http://www.eastvaleca.gov)  
(951) 361-0900



## MEMORANDUM

**DATE:** January 2, 2013  
**TO:** Carol Jacobs, City Manager  
**FROM:** Anna Montoya, Deputy Finance Director  
**SUBJECT:** Fiscal Year 2013-14 Budget Calendar

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Below is a proposed budget calendar. All dates, once approved may be subject to change with prior City Manager approval.

- February 13 City Council Meeting - City Council goal setting session  
Public Workshop – obtain input for public priorities
- February 20 Staff Meeting - City Manager and Department Heads review City Council Goals and public input and set tone and priorities for the new budget
- February 27 Finance department commences building budget targets and key revenue projections based on January month-end close
- March 6 Budget instructions/targets issued to departments  
Budget preparation training commences  
All departments review their goals and prepare the new budget
- March 13 Revenue estimates due from Finance for City Manager review
- March 20 Operating and CIP Budgets due from departments  
Finance department schedules departmental budget reviews
- April 10 Finance reviews and reconciles all department budgets  
Preliminary budget reviewed by City Manager
- April 24 City Council adoption of User Fee Study (estimated)
- May 1 Deliver proposed budget workbook (Draft) to City Council
- May 8 City Council Meeting - budget study session and first hearing  
City Council adoption of Strategic Plan (estimated)
- May 22 City Council Meeting – budget study session and first hearing, continued
- June 12 Second hearing and adoption of Annual Operations and Capital Improvement Budget Fiscal Year 2013-14



# City of Eastvale

## City Council Meeting Agenda

### Staff Report

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**MEETING DATE:** FEBRUARY 13, 2013  
**TO:** MAYOR AND COUNCIL MEMBERS  
**FROM:** TERRY SHEA, FINANCE DIRECTOR  
**SUBJECT:** GOAL SETTING FOR FISCAL YEAR 2013-2014 BUDGET

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**RECOMMENDATION:** DISCUSS GOALS AND PRIORITIES FOR FISCAL YEAR 2013-2014 ANNUAL OPERATIONS AND CAPITAL IMPROVEMENT BUDGET

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#### **BACKGROUND:**

The City's budget is a plan that allocates available resources to meet the direction of the City's mission, vision and values and the community's priorities. The budget balances the planned expenditures with the projected revenues. The budget process begins in February and culminates with the adoption of the Annual Budget in June.

#### **DISCUSSION:**

Linking important objectives with necessary resources requires a process that identifies key goals at the very beginning of budget preparation in order to set the City's course of action for the upcoming fiscal year. The attached budget presentation will provide departmental accomplishments for the 2012/13 fiscal year, as well as goals for the upcoming 2013/14 budget year. These goals are provided to foster discussion of City Council and public priorities and objectives. Once goals and priorities are identified, resources can be appropriately allocated to accomplish major initiatives as well as continuation of current goals and City operations.



#### **FISCAL IMPACT:**

No fiscal impact.

#### **ATTACHMENTS:**

1. 2013-2014 Operating & Capital Improvement Budget Goal Setting Session


Prepared by: Anna Montoya, Deputy Finance Director  
Reviewed by: Terry Shea, Finance Director  
Carol Jacobs, City Manager  
John Cavanaugh, City Attorney



# City of Eastvale

2013-2014 Operating & Capital Improvement Budget  
Goal Setting Session

February 13, 2013



## Agenda

- Department 2012-13 Accomplishments and 2013-14 Goals
- Current and upcoming CIP projects
- Projected 2013-14 general fund revenues
- Major initiatives
- Council discussion of goals and priorities
- Public input
- Questions & answers



## City Manager

### **2012-2013 Accomplishments**

- Developed Administrative Regulations to manage internal operations
- Developed bi-weekly reporting to City Council and Commissions on City activities
- Purchased 4 Satellite phones for emergency purposes
- Implemented DMV and DOJ reporting for new employees
- Hired consultant to develop City first strategic plan
- Opened discussions with the County on Revenue Neutrality agreement

### **2013-2014 Goals**

- Work with legislature to get VLF funds back
- Work with County to revise revenue neutrality agreement
- Begin implementation of City's strategic plan



2013-14 Operating & Capital Improvement Budget

## City Attorney

### **2012-2013 Accomplishments**

- Coordinated and finalized City's Comprehensive Municipal Code
- Coordinated and finalized City's General Plan and Updated Zoning Code
- Drafted City's comprehensive Social Media Policy
- Drafted, reviewed or assisted staff in all City ordinances, resolutions & staff reports
- Drafted & revised Cooperative Agreements with Chino, Corona & Ontario
- Prepared environmental review opposition documents to proposed Horse Manure to Energy Facility within City boundaries submitted by City of Norco

### **2013-2014 Goals**

- Practice Preventive & Proactive Law to minimize exposure to litigation
- Monitor legal dispute with County of Riverside regarding Revenue Neutrality
- Draft Comprehensive Sign Ordinance and Temporary Events Regulations



2013-14 Operating & Capital Improvement Budget

## City Clerk

### **2012-2013 Accomplishments**

- Completed Codification process in full
- Successfully completed the November 6, 2012 City Council Election
- Completed the scanning and archiving of all Planning Documents received from the County of Riverside
- Brought City Employees into NIMS (emergency operations training) compliance
- Completed first submittal of Emergency Operations Plan

### **2013-2014 Goals**

- Scan and electronically archive Human Resource records
- Complete AB1234 Ethics Training for all City Officials
- Scan and electronically archive Engineering, Planning and Building Plans
- Complete revisions and updates to Emergency Operations Plan and Local Hazard Mitigation Plan



2013-14 Operating & Capital Improvement Budget

## Finance

### **2012-2013 Accomplishments**

- Upgraded new financial software
- Implemented business registration program
- Coordinated citywide fees and charges rate study (est. adoption Apr 24)
- Issued inaugural Comprehensive Annual Financial Report for fiscal year ending 2011-12

### **2013-2014 Goals**

- Update the business registration County ordinance to reflect Eastvale's business environment
- Establish electronic workflows to directly involve other departments in the Finance function (invoice approvals/budgeting/purchasing)
- Transition to paperless finance system



2013-14 Operating & Capital Improvement Budget



## Economic Development/PIO

### 2012-2013 Accomplishments

- Provided various story leads to the Press Enterprise & worked closely with reporter to develop stories resulting in six A-1 front cover stories
- Launched City's Twitter feed
- Facilitated Workforce Outsourcing choosing to locate in the Eastvale Gateway Shopping Center Suite 103
- Wrote and published 13 press releases for the City
- Created, wrote and published 18 new pages on the City's website

### 2013-2014 Goals

- Apply for the CAPIO Excellence in Communications Award 2013
- Visit businesses in the light industrial corridor to promote business retention and economic development expansion
- Attend Marketing & Attraction Class to better promote economic development
- Assist with implementation of the Strategic Plan goals and objectives
- Launch an Emergency Mass Notification System



2013-14 Operating & Capital Improvement Budget

## Planning

### 2012-2013 Accomplishments

- Completed first Eastvale General Plan ahead of schedule and under budget
- Completed an update to the Housing Element certified by the state of CA
- Completed a comprehensive update to the Eastvale Zoning Code, streamlining and reorganizing the document for ease of use
- Worked with the JCSD to approve the construction of a major new sports park south of Citrus Avenue
- Worked with New Day Church to present for approval by the City Council the first new church in Eastvale

### 2013-2014 Goals

- Update the Housing Element by October 2013
- Prepare a Parks and Trails Master Plan for approval by the City Council
- Prepare a set of updated Design Guidelines for approval by the City Council
- Continue to expand and improve customer service and support to the Planning Commission and City Council
- Assist the City Manager, Public Works, and other Departments with special projects and other tasks as needed to implement the direction of the City Council



2013-14 Operating & Capital Improvement Budget

## Public Works/Building & Safety

### **2012-2013 Accomplishments**

- Issued 594 single family building permits for calendar year 2012
- Created a Development Review Committee to coordinate among the various City Department to condition private development projects
- Completed the City's Pavement Program to inventory the pavement condition of streets, identify treatments to extend the pavement design life, and to determine short and long term funding needs
- Received grant funding to install sidewalks on Orange Avenue west of Scholar
- Met eligibility requirement to receive CDBG funding for sidewalk, ADA ramps, and street improvement for the Chandler Street Corridor.

### **2013-2014 Goals**

- Amend the Circulation Element of the General Plan to add Bikeway Master Plan and Truck Route
- Continue efforts to seek funding from regional, state, and federal agencies to fund the Limonite Ave interchange at I-15
- Implement the 2013 California Building Code



2013-14 Operating & Capital Improvement Budget

## Code Enforcement

### **2012-2013 Accomplishments**

- Added two volunteers to the Code Enforcement team
- Added a spread-sheet to track statistics of Code Department
- Began issuance of parking citations from Code Enforcement Officers
- Remained diligent with quick response times to citizen complaints
- Began to enforce new Scavenger Ordinance with success

### **2013-2014 Goals**

- Establish a Community Improvement Program in Code Enforcement (Volunteers) by organizing roadside trash clean up days, street and light pole tape removals, and other outreach programs
- Organize a Community Clean-Up Day providing the citizens with a specific day and location to have them bring bulk items, electronics, and hazardous waste to dispose of. Dumpsters will be provided by Waste Management (Funding will be sought through C.D.B.G. and/or other Grants)
- Establish contact information with Fire Department, Sheriff Department, JCSO, Waste Management and Animal Control to be more efficient and effective in public service



2013-14 Operating & Capital Improvement Budget

## Police

### **2012-2013 Accomplishments**

- Worked with city staff and school personnel to improve traffic flow around impacted schools
- Improved safety and enforcement in City parks
- Reduced criminal activity within the Swan Lake Community
- Increased police and volunteer presence in city shopping centers where crimes of opportunity continue to occur
- Continued public education and awareness on crime prevention

### **2013-2014 Goals**

- Increase patrol coverage in the city
- Reduce traffic collisions through increased traffic enforcement
- Publish monthly public safety newsletters for the city website
- Coordinate with Code Enforcement to collectively impact public safety and quality of life issues in the city



2013-14 Operating & Capital Improvement Budget

## Fire

### **2012-2013 Accomplishments**

- Increase to municipal staffing levels
- Executed "Great California Shakeout Earthquake Exercise"
- Participated in "Fill the Boot" program benefiting Jerry's Kids
- Received and distributed 486 toys to families in need through ABC Channel 7's annual Spark of Love Toy Drive
- Took delivery of Mass Care and Shelter trailer

### **2013-2014 Goals**

- Establish Fire Protection Planning Services to the existing agreement for services
- Search for and acquire property for a second fire station
- Add a two person paramedic squad at fire station #27



2013-14 Operating & Capital Improvement Budget

## Capital Improvement Projects

### Current Projects FY 2012/2013

Project	Limits	Status
Orange Street Sidewalk	Scholar Way to Calina Ln	Construct July 2013
Chandler Street Corridor Improvements	Archibald Ave to Hellman Ave	Design 2012/2013
Walter Street Improvements	Cucamonga Creek to Hall Ave	Design 2012/2013
Limonite Avenue Resurfacing	Hamner Ave to Wineville Ave	Completed December 2012
Limonite Avenue Traffic Signal Synchronization	Hamner Ave to I-15	Completed December 2012
Hamner Avenue Widening	Santa Ana River to "A" Street	Complete May 2013

Note: All projects are funded by sources other than General Fund monies



2013-14 Operating & Capital Improvement Budget

## Capital Improvement Projects

### 5 Year CIP

Project	Limits	Status
Hamner Avenue Resurfacing	North City Limit to Limonite	Construct FY 2014/2015
Schleisman Avenue Resurfacing	Scholar Way to Harrison Ave	Construct FY 2014/2015
Amend Circulation Element of General Plan - add Pedestrian & Bikeway Master Plan and Truck Route	City Wide	FY 2013/2014
Hellman Avenue Resurfacing	Chino-Corona Rd to River Rd	FY 2013/2014
Chandler Street Corridor Improvements	Archibald Ave to Hellman Ave	Construct 2013/2014
Walter Street Improvements	Cucamonga Creek to Hall Ave	Construct 2013/2014
Limonite Avenue/I-15 Interchange	At I-15 Interchange	Construct 2018



2013-14 Operating & Capital Improvement Budget

## Projected Revenues

### Preliminary General Fund revenues projected for fiscal year 2013-2014

Property & Transfer Tax	\$ 1,660,000
Sales Tax	5,350,000
Franchise Tax	1,270,000
Permits & Licenses	2,130,000
Intergovernmental	37,000
Fines & Forfeitures	186,000
Interest	<u>12,000</u>
<b>Total Projected Revenues</b>	<b>\$ 10,645,000</b>

Note: Projections are based on Dec 2012 month-end and are subject to change



2013-14 Operating & Capital Improvement Budget

## Major Initiatives

- Work with legislature to get VLF funds back
- Work with County to revise revenue neutrality agreement
- Begin implementation of City's strategic plan
- Search for and acquire property for a second fire station
- Implement Emergency Operations Plan and Local Hazard Mitigation Plan
- Seek funding from regional, state, and federal agencies for the Limonite Ave interchange at I-15
- Explore possible future City Hall sites



2013-14 Operating & Capital Improvement Budget

## Council Discussion

### Department Goals & Priorities

- Public Safety
- Financial Stability
- Public Infrastructure



2013-14 Operating & Capital Improvement Budget


## Public Input



CITY OF EASTVALE




2013-14 Operating & Capital Improvement Budget



CITY OF EASTVALE  
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# Question & Answer

February 13, 2013





# City of Eastvale

## City Council Meeting Agenda

### Staff Report

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**MEETING DATE: FEBRUARY 13, 2013**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: CAROL JACOBS, CITY MANAGER**

**SUBJECT: AWARD OF PROPERTY TAX SERVICES TO HdL COREN & CONE**

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**RECOMMENDATION: AWARD PROPERTY TAX SERVICES TO HdL COREN AND CONE**

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#### **BACKGROUND:**

The County of Riverside collects and distributes property taxes to the City of Eastvale. During the transition period, the County was responsible for identifying all parcels located in the City. The City has accepted the data as accurate. In order to ensure the accuracy of the parcels identified by the County, it is recommended that the City hire an outside consultant to confirm all parcels located within the City.

#### **DISCUSSION:**

Over the last two years, the City has continued to grow and develop. In order to ensure that the City is receiving all of the property tax due, staff requested proposals from two firms. This is a very specialized area of expertise and the two firms contacted are used by most cities that contract for these types of services.

Staff reviewed the two proposals as well as presented the proposals to the Finance Committee at the January meeting. HdL was the preferred vendor. HdL has a wealth of experience in this area and has served over 190 California agencies. HdL has clients in Riverside County and has developed relationships with the County as well as understands the County's databases.

#### **FISCAL IMPACT:**

The cost of the service is a minimum of \$14,400 plus 20% of the tax receipts recovered for the City over the last three years (the maximum allowed by law). The percent of tax receipts has been reduced by 5% from the original proposal. The fees would be charged directly against the property tax revenue account. In discussions with HdL, the County of Riverside typically will only pay back one year.



**ATTACHMENTS:**

1. Professional Services Agreement
2. Proposal

Prepared by: Carol Jacobs, City Manager

Reviewed by: Carol Jacobs, City Manager

John Cavanaugh, City Attorney

## **PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT") is made and entered into this February 13, 2013, by and between the City of Eastvale ("City") and **HdL Coren and Cone** ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **SECTION 1. TERM OF AGREEMENT.**

This Agreement shall commence February 13, 2013 and continuing thereafter through June 30, 2016, or unless sooner terminated by the parties as set out in Section 18 below.

### **SECTION 2. SCOPE OF SERVICES.**

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" "FEE SCHEDULE" and made a part of this AGREEMENT.

### **SECTION 3. ADDITIONAL SERVICES.**

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", "FEE SCHEDULE" unless such additional services are authorized in advance and in writing by the Council or City Manager. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the Council or City Manager.

### **SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBITS "A".

(b) Each month CONSULTANT shall furnish to CITY an **original** invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

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

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

(e) No member of the City Council shall have any personal responsibility or liability for payment of any fees or costs incurred under this AGREEMENT.

#### **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within Sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 14 and 15, pertaining to indemnification and insurance, respectively.

#### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original studies, assessments, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original studies, assessments, reports, data, notes, computer files, files and other documents.

#### **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

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

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

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

#### **SECTION 8. STATUS OF CONSULTANT.**

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

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

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

#### **SECTION 9. STANDARD OF PERFORMANCE.**

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

#### **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

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

**SECTION 11. NONDISCRIMINATION.**

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

**SECTION 12. CONFLICTS OF INTEREST.**

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

**SECTION 13. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

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

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

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT

agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

#### **SECTION 14. INDEMNIFICATION.**

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 15 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

#### **SECTION 15. INSURANCE.**

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Attorney, in full force and effect throughout the term of this AGREEMENT, 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 CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:

B. Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance

complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

C. Commercial General  
Automobile Liability Insurance.

General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

D. Professional Liability Insurance.

General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

E. All Policies Requirements.

Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.



Deductibles and Self-insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of City Manager or designee, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Manager or designee may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Variation. City Manager or designee may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

## **SECTION 16. ASSIGNMENT.**

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

**SECTION 17. CONTINUITY OF PERSONNEL.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

**SECTION 18. TERMINATION OF AGREEMENT.**

(b) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(d) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

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

**SECTION 19. DEFAULT.**

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

**SECTION 20. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", "FEE SCHEDULE" shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

**SECTION 21. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: City of Eastvale  
12363 Limonite Avenue, Suite 910  
Eastvale, CA 91752  
Attn: Carol Jacobs, City Manager

To CONSULTANT: HdL Coren & Cone  
1340 Valley Vista Drive, Suite 200  
Diamond Bar, CA 91765  
Attn: Paula Cone, President

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**SECTION 22. AUTHORITY TO EXECUTE.**

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

The City Council has authorized the undersigned to execute this AGREEMENT.

**SECTION 23. BINDING EFFECT.**

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

**SECTION 24. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**SECTION 25. WAIVER.**

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

**SECTION 26. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside.

**SECTION 27. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

**SECTION 28. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBIT "A" are the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which 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 29. 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).

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**CITY OF EASTVALE**

**CONSULTANT:**

By \_\_\_\_\_  
Ike Bootsma, Mayor

By \_\_\_\_\_  
Paula Cone, President

ATTEST:

\_\_\_\_\_  
Ariel Berry, Assistant City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John Cavanaugh, City Attorney



**City of Eastvale**  
**City Council Meeting Agenda**  
**Staff Report**

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**MEETING DATE: FEBRUARY 13, 2013**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: CAROL JACOBS, CITY MANAGER**

**SUBJECT: JURUPA COMMUNITY SERVICES DISTRICT (JCSD) LIAISON COMMITTEE**

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**RECOMMENDATION: PROVIDE DIRECTION ON DISCUSSIONS WITH JCSD ON THE TAKING OVER THE PARKS AND RECREATION FUNCTIONS OF THE DISTRICT**

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**BACKGROUND:**

The JCSD provides water, sewer, landscape maintenance, graffiti removal, and parks and recreation services to the City of Eastvale. The JCSD has provided these services in this geographical area since 1956. During the incorporation process, there was some discussion regarding having the City manage the parks and recreation function of the JCSD to provide services directly to residents.

**DISCUSSION:**

The JCSD Board is currently developing a new strategic plan. As part of the initial discussions, the issue of the City managing parks and recreation was discussed. Should the City Council choose to pursue this option, it would be necessary to open up discussions with the JCSD Board of Directors.

Since the City and JCSD have already created a liaison committee, this committee could begin the discussions.

**FISCAL IMPACT:**

None



# City of Eastvale

## City Council Meeting Agenda

### Staff Report

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**MEETING DATE: FEBRUARY 13, 2013**

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***9. COUNCIL COMMUNICATIONS:***



# City of Eastvale

## City Council Meeting Agenda

### Staff Report

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**MEETING DATE: FEBRUARY 13, 2013**

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***10. CITY MANAGER'S REPORT:***



# City of Eastvale

## City Council Meeting Agenda

### Staff Report

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**MEETING DATE: FEBRUARY 13, 2013**

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#### ***11. CLOSED SESSION:***

There are no Closed Session Items.





**City of Eastvale**  
**City Council Meeting Agenda**  
**Staff Report**

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**MEETING DATE: FEBRUARY 13, 2013**

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***12. ADJOURNMENT:***