

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 October 24, 2012**

**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 - Ike Bootsma, Ric Welch, Adam Rush  
Mayor Pro Tem – Kelly Howell  
Mayor - Jeff DeGrandpre

Invocation led by Pastor Sam Tanner with Life Church.

3. **ADDITIONS/DELETIONS TO THE AGENDA:**

4. **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.*

4.1 Presentation of Proclamation for Pancreatic Awareness Month.

4.2 Presentation of Proclamation for Red Ribbon Week.

5. **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.***

6. **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.***

- 6.1 **Minutes – October 10, 2012 Regular Meeting.**

Recommendation: Approve the minutes from the regular meeting on October 10, 2012.

6.2 **Scavenging Ordinance.**

Recommendation: Hold second reading and approve Ordinance No. 2012-13, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, REPEALING ORDINANCE NO. 2012-07 AND ESTABLISHING A PROHIBITION ON SCAVENGING FROM AND TAMPERING WITH PUBLIC CONTAINERS TO THE EASTVALE MUNICIPAL CODE

6.3 **Attendance at League of California Cities, City Manager's Department Meeting.**

Recommendation: Approve City Manager attendance at conference.

6.4 **Warrant Register.**

Recommendation: Approve the payment of the warrants (check numbers 11089 to 11136 and wire numbers W000050 to W000064) in the amount of \$1,280,499.51 and payroll in the amount of \$74,842.94.

6.5 **Warrant Register –Council Related Items.**

Recommendation: Approve the payment of the warrants (check numbers 11137 through 11138) in the amount of \$309.34.

7. **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 hearings.

8. **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.***

**8.1 Revised Community Development Block Grant Sub-Recipient Agreement with the Eastvale Community Foundation.**

Recommendation: Approve the revised Sub-Recipient Agreement with the Eastvale Community Foundation.

**8.2 Resolution authorizing the examination of sales and use tax records.**

Recommendation: Adopt Resolution 12-50, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, AUTHORIZING EXAMINATION OF SALES AND USE TAX RECORDS

**8.3 Amendment to Limonite Avenue Resurfacing Project Cooperative Agreement with the County of Riverside.**

Recommendation: Revise the existing cooperative agreement with the County of Riverside for the Limonite Avenue resurfacing project by increasing the City's share of cost by \$22,000 for a total amount of \$374,000, and authorize the expenditure of Measure A funds in the amount of \$374,000 for Project Number 93007, Limonite Avenue resurfacing between Hamner Avenue and Wineville Road.

**9. 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.*

**9.1 City Hall Holiday Closures.**

Recommendation: That the City Council authorize the closure of the City Offices from December 24, 2012 to January 2, 2013.

**9.2 Consideration of Participation in the Western Riverside Energy Leadership Partnership (WRELP).**

Recommendation: Adopt Resolution 12-49, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE SUPPORTING, ENDORSING AND PARTICIPATING WITH SOUTHERN CALIFORNIA EDISON, WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND ITS PARTICIPATING MEMBER CITIES IN AN ENERGY LEADERSHIP PARTNERSHIP TO BE KNOWN AS "THE WESTERN RIVERSIDE ENERGY LEADERSHIP PARTNERSHIP"

9.3 **Administrative Policy regarding Use of City Technological Resources.**

Recommendation: Approve Administrative Policy.

9.4 **Administrative Policy regarding Electronic Communications.**

Recommendation: Approve Administrative Policy.

9.5 **Administrative Policy Regarding Reimbursement of Expenses Incurred for Official City Business by Elected or Appointed Officials and Employees.**

Recommendation: Approve Administrative Policy.

**10. 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.*

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

**12. CLOSED SESSION:**

There are no Closed Session Items.

**13. ADJOURNMENT:**

*The next regular meeting of the Eastvale City Council will be held on November 14, 2012 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.*

**UPCOMING AGENDA ITEMS**

The following topics/items are planned for upcoming agendas. Please watch our website, [www.eastvaleca.gov](http://www.eastvaleca.gov), for final City Council Agendas. Final agendas are posted 72 hours in advance of the meetings and are also posted on our website with the accompanying reports. Please note that the wording for topics listed below may change once the final agenda is submitted. Please keep in mind that all topics listed below are tentative.

**November 2012**

- City Wide Fee Study Contract
- Municipal Code Adoption
- Conflict of Interest Code Update
- Residential Foreclosure Ordinance
- Contract with Riverside County for Code Enforcement Support Services
- Presentation of Pavement Management Program



**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 October 18, 2012, 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)



Ariel Berry  
Assistant City Clerk

# PROCLAMATION

## PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF EASTVALE DECLARING THE MONTH OF NOVEMBER AS PANCREATIC CANCER AWARENESS MONTH IN THE CITY OF EASTVALE

**WHEREAS**, in 2012, an estimated 43,920 people will be diagnosed with pancreatic cancer in the United States and 37,390 will die from the disease; and

**WHEREAS**, pancreatic cancer is one of the deadliest cancers and is the fourth leading cause of cancer death in the United States; and

**WHEREAS**, when symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis, and 74 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years; and

**WHEREAS**, of all the racial/ethnic groups in the United States, African Americans have the highest incidence rate of pancreatic cancer, between 34 percent and 70 percent higher than the other groups; and

**WHEREAS**, approximately 3860 pancreatic cancer related deaths will occur in California in 2012; and

**WHEREAS**, there is no cure for pancreatic cancer and there have been no significant improvements in survival rates in the last 40 years; and

**WHEREAS**, the Federal Government invests significantly less money in pancreatic cancer research than it does in any of the other leading cancer killers; and pancreatic cancer research constitutes only approximately 2 percent of the National Cancer Institute's federal research funding, a figure far too low given the severity of the disease, its mortality rate, and how little is known about how to arrest it; and

**WHEREAS**, the Pancreatic Cancer Action Network is the first and only national patient advocacy organization that serves the pancreatic cancer community in Eastvale and nationwide by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer; and

**WHEREAS**, the Pancreatic Cancer Action Network and its affiliates in Eastvale support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure; and

**NOW, THEREFORE, BE IT PROCLAIMED** that the City Council of the City of Eastvale does hereby proclaim November 2012 as “Pancreatic Cancer Awareness Month” in the City of Eastvale.

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Mayor Jeff DeGrandpre

# PROCLAMATION

## A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF EASTVALE, DECLARING THE WEEK OF OCTOBER 22<sup>nd</sup> TO OCTOBER 26<sup>th</sup>, 2012 AS RED RIBBON WEEK IN THE CITY OF EASTVALE

**WHEREAS**, The City of Eastvale values the health and safety of all our citizens; and

**WHEREAS**, cities across America have been plagued by the numerous problems associated with alcohol, tobacco, and other drug use; and

**WHEREAS**, substance abuse is particularly damaging to one of our most valuable resources, our children, and a contributing factor in the three leading causes of death for teenagers – accidents, homicides, and suicides; and

**WHEREAS**, it is the goal of Red Ribbon Week and the City of Eastvale to involve families, schools, businesses, churches, law enforcement agencies and service organizations in all aspects of this campaign and establish an atmosphere that supports awareness, education and on-going initiatives to prevent illegal drug use; and

**WHEREAS**, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts; and

**WHEREAS**, the Red Ribbon Week Campaign theme promotes family and individual responsibilities for living healthy, drug-free lifestyles, without illegal drugs or the illegal use of legal drugs; and

**WHEREAS**, there are many activities planned during the Red Ribbon Week Campaign in the City of Eastvale.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Eastvale does hereby proclaim October 22<sup>nd</sup> to 26<sup>th</sup>, 2012 as “Red Ribbon Week”.

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Jeff DeGrandpre, Mayor

**MINUTES**  
**REGULAR MEETING OF THE CITY COUNCIL,**  
**OF THE CITY OF EASTVALE**  
**Wednesday, October 10, 2012**  
**6:30 P.M.**

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

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

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

Council Members present: Council Members Bootsma, Rush, Mayor Pro Tem Howell and Mayor DeGrandpre.

Council Members absent: Council Member Welch.

Staff Members present: City Manager Jacobs, City Attorney Cavanaugh, Public Information Officer Nissen, Police Captain Feltenberger, and Assistant City Clerk Berry.

**The Pledge of Allegiance was led by Council Member Bootsma.**

**Invocation was presented by Pastor Rick Morris from the Crossings Church.**

**3. ADDITIONS/DELETIONS TO THE AGENDA:**

City Manager Jacobs announced that staff needed to add a Closed Session Item, Conference with Legal Counsel – Anticipated Litigation, significant exposure to litigation pursuant to subdivision(b) of Section 54956.9 for one case.

**4. PRESENTATIONS/ANNOUNCEMENTS:**

There were no presentations.

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

Chris Riley, with the Eastvale Chamber of Commerce, announced various events the Chamber was hosting.

Julie Reyes, with the Eastvale Community Foundation, provided an update on the Foundations activities and announced upcoming fundraiser events.

Dickie Simmons, a resident, invited everyone to the quarterly Town Hall meeting on October 23<sup>rd</sup>.

**6. CONSENT CALENDAR:**

**6.1 Minutes – September 26, 2012 Regular Meeting.**

Recommendation: Approve the minutes from the regular meeting on September 26, 2012.

6.2 **Acceptance of Subdivision Improvements for Tract 28742, MBK Homes – Project 11-0215.**

Recommendation: Accept as complete the Subdivision Improvements for the following subdivision, direct staff to file a Notice of Completion, and adopt Resolution No. 12-48, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE  
ACCEPTING THE SUBDIVISION IMPROVEMENTS FOR PROJECT 11-0215  
(TRACT 28742) MBK HOMES

**Motion: Moved by Rush, seconded by Bootsma to approve the Consent Calendar as presented.**

**Motion carried 4-0-1 with Welch absent.**

7. ***PUBLIC HEARINGS:***

There were no public hearings.

8. ***OLD BUSINESS:***

8.1 **Amendment to Scavenging Ordinance.**

Recommendation: Consider and hold first reading of Ordinance No. 2012-13, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, REPEALING ORDINANCE NO. 2012-07 AND ESTABLISHING A PROHIBITION ON SCAVENGING FROM AND TAMPERING WITH PUBLIC CONTAINERS TO THE EASTVALE MUNICIPAL CODE

City Attorney Cavanaugh provided the staff report and asked that additional language be added to the ordinance as Section 1 (D) to read “In addition to the fines set forth herein, the City shall confiscate all solid waste or recyclables from any person in violation of or fails to comply with any of the requirements of this Chapter.”

**Motion: Moved by Howell, seconded by Rush to approve the item with the additional language.**

**Motion carried 4-0-1 with Welch absent.**



**9. NEW BUSINESS ITEMS:**

**9.1 Appointment to Public Safety Commission.**

Recommendation: Staff recommends that the City Council discuss and ratify Mayor Pro Tem Howell's appointment to the Public Safety Commission.

**This item was tabled to an unknown date.**

**10. COUNCIL COMMUNICATIONS:**

Council Member Bootsma inquired about the abandoned house registration status.

Staff stated that a revised ordinance would be presented at the next meeting.

Council Member Rush thanked the Jurupa Community Services District for holding the Fall Festival.

Mayor DeGrandpre stated that he would be attending the Ontario Airport Joint Powers Authority meeting and would report information back to the City Council. He inquired about the status of the sign ordinance.

Staff stated that the sign ordinance would be coming back to the City Council at the beginning of the new year. The process was discussed.

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

City Manager Jacobs stated that she went on a tour of the Wastewater Treatment Plant, provided information on the processes there and an update on the future expansion and odor control methods.

**12. CLOSED SESSION:**

The City Council opened closed session at 6:54 p.m. to address the following items:

**12.1 CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION:**

Significant Exposure to Litigation, pursuant to subdivision(b) of Section 54956.9 for one case.

The City Council convened closed session at 7:15 p.m. with no reportable action taken.

**13. ADJOURNMENT:**

There being no further business, the meeting was adjourned at 7:15 p.m.

ORDINANCE NO. 2012-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EASTVALE, CALIFORNIA, REPEALING ORDINANCE NO. 2012-07 AND ESTABLISHING A PROHIBITION ON SCAVENGING FROM AND TAMPERING WITH PUBLIC CONTAINERS TO THE EASTVALE MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF EASTVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. CHAPTER XX.XX IS ADDED TO THE EASTVALE MUNICIPAL CODE TO READ AS FOLLOWS:

“PROHIBITION ON SCAVENGING FROM AND TAMPERING WITH PUBLIC CONTAINERS”

Sections:

<u>Xx.xx.010</u>	Definition
<u>Xx.xx.020</u>	Prohibition on Scavenging from and Tampering with Public Containers
<u>Xx.xx.030</u>	Enforcement

Xx.xx010. Definition.

Scavenging: removal of solid waste or recyclables from an area for the purpose of converting the solid waste or recyclables.

Xx.xx.020. Prohibition on Scavenging from and Tampering with Public Containers.

A. It shall be unlawful for any person to do any of the following:

1. Scavenge from, tamper with, move, steal, tip, deface, or destroy any solid waste collection container, or the contents thereof;
2. Scavenge from, tamper with, move, steal, tip, deface, or destroy any collection container for discarded recyclable materials, or the contents thereof.

B. No person shall remove, without lawful authority, any container intended for public use from the location where it is placed and maintained by the City or its authorized designee, for the authorized collection of solid waste or recyclables.

Xx.xx.030. Enforcement.

A. It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this Chapter. In addition to other remedies provided by law, any person violating any provision of this Chapter for failing to comply with any of the requirements is deemed guilty of an infraction with in the manner provided in Eastvale Municipal Code Section 1.01.200.

B. Each person shall be deemed guilty of a separate offense for each and every day, or any portion thereof, during which any violation of or failure to comply with any of the

provisions of this Chapter is committed, continued or permitted by such person, and each instance shall be deemed punishable as provided in this Chapter.

C. Each infraction is punishable by:

- (1) A fine not exceeding \$100.00 for the first violation;
- (2) A fine not exceeding \$200.00 for the second violation within one year;
- (3) A fine not exceeding \$500.00 for each additional violation within one year.

D. In addition to the fines set forth herein, the City shall confiscate all solid waste or recyclables from any person in violation of or fails to comply with any of the requirements of this Chapter.”

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 3. Ordinance No. 2012-07 is hereby repealed in its entirety.

SECTION 4. EFFECTIVE DATE: This Ordinance shall become effective 30 days from the date of its adoption.

PASSED, APPROVED AND ADOPTED THIS 24<sup>th</sup> DAY OF October 2012.

\_\_\_\_\_  
Jeff DeGrandpre, Mayor

Attest:

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

Approved as to form:

\_\_\_\_\_  
John E. Cavanaugh, City Attorney

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    ) §  
CITY OF EASTVALE     )

I, Ariel Berry, ASSISTANT CITY CLERK OF THE CITY OF EASTVALE, DO HEREBY CERTIFY that the foregoing Ordinance Number 2012-13 was duly and regularly adopted by the City Council of the City of Eastvale at a REGULAR meeting held the 24<sup>th</sup> day of October, 2012, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Assistant City Clerk, Ariel Berry

**CITY OF EASTVALE  
CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: October 24, 2012**

**SUBJECT: Attendance at League of California Cities, City Manager's Department Meeting**

**REQUESTED ACTION: Approve City Manager attendance at conference**

**CONTACT: Carol Jacobs, City Manager**

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**BACKGROUND:**

The City of Eastvale belongs to the League of California Cities, an organization dedicated to expanding and protecting local control for cities through education and advocacy to enhance the quality of life for all Californians. The League provides educational opportunities for all levels of government including City Council members, City Managers, and Department Heads within various disciplines. This organization has been valuable to the City of Eastvale over the last two years in assisting with the motor vehicle license fee.

**DISCUSSION:**

The League holds an annual City Manager's Department meeting which provides an excellent training opportunity on a variety of subjects (see attached program). This year's conference is in San Francisco offers a number of great topics that can be incorporated into city operations. The conference is will be held from January 30 through February 1. This is the only conference the City Manager will attend this fiscal year.

**BUDGET (or FISCAL) IMPACT:**

The total estimated cost to attend the conference is \$1,300. Funds for this conference are available from account number 10-200-6240.

**RECOMMENDATIONS:**

Approve attendance to the League of California Cities for the City Manager.

**ATTACHEMENTS:**

League of California Cities City Manager's Department Meeting program

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2013

## City Manager's Department Meeting

Wednesday, January 30 - Friday, February 1

**PARC 55 WYNDHAM HOTEL  
San Francisco**

*Registration and Housing Deadline:  
Tuesday, January 8*

[www.cacities.org/events](http://www.cacities.org/events)

 [www.facebook.com/leagueofcacities](http://www.facebook.com/leagueofcacities)

 Follow @CaCitiesLearn



## Wednesday, January 30

### REGISTRATION OPEN

> 10:00 am – 6:00 pm

For speaker information, go to  
[www.cacities.org/citymanagersed](http://www.cacities.org/citymanagersed)

### New and First-Timer's Orientation

> 1:00 – 1:30 pm

Is this your first city manager's conference? Are you a new city manager? Learn about the League organization and what it has to offer managers. Get tips on getting the most out of your first conference experience.

### OPENING GENERAL SESSION

> 1:30 – 3:00 pm

#### Blind Spots



When confronted with an ethical dilemma, we like to think we would stand up for our principles. Examine ways we overestimate our ability to do what is right, unintentionally acting in an unethical manner. Understand why traditional ethical approaches don't work; how blind spots like ethical fading — the removal of ethics from the decision-making process — have led to tragedies and scandal.

**Speaker:** Ann E. Tenbrunsel, Professor, Mendoza College of Business, University of Notre Dame, Co-Author, "Blinds Spots: Why We Fail to Do What's Right and What to Do about It."

### CONCURRENT SESSIONS

> 3:15 – 4:45 pm

#### Beyond Bell: An Ethical Journey

From the rare occurrence and deep trenches of corruption, we can now reflect on the importance of strengthening and reclaiming good, open and transparent government. Identify the red flags within an unhealthy environment. Hear how to avoid the slippery slope and institutionalize good government ethics.

#### Friending Facebook: How to Get New Business to Like Your City

City managers try to attract marquee companies to enhance their city's reputation. Many companies bring status but generate little or no local tax revenue. Evaluate process, conversations, contracts and strategies in working out agreements. Gain economic development tools from your peer's toolbox.

#### Late-Breaking Issues

### GENERAL SESSION

> 5:00 – 6:00 pm

#### League Strategic Initiatives for 2013-2014: A Conversation with City Managers

Report on the preliminary recommendations of the League Strategic Initiatives Task Force. Most of the session devotes time for interactive discussions, facilitated by League Regional Public Affairs Managers. The group's summarized input will provide feedback to the League Board of Directors.

**Speaker:** Chris McKenzie, Executive Director, League of California Cities

### Networking Reception

> 6:00 – 6:30 pm

Network with your colleagues, meet and connect with conference sponsors before heading out for an evening on your own.

## Thursday, January 31

### REGISTRATION OPEN

> 7:30 am – 4:00 pm

### GENERAL SESSION

> 9:00 – 10:15 am

#### Unique Power of Compelling Stories



Learn how narrative and storytelling can motivate your audiences and advance your cause. Learn the elements of a good story and how to build a storytelling culture within your organization. Develop your ability to communicate in "story packages" — combining a compelling story, a great piece of data, and a clear call to action. Finally, learn to find your roles in the many interconnecting narratives in which you work — from stories of staff or individual clients to the overarching narrative of transforming society.

**Speaker:** Terrence McNally, Consultant, Speaker, Writer and Coach, Los Angeles

## Thursday, January 31, *Continued*

### CONCURRENT SESSIONS

› 10:45 am – 12:00 pm

#### **Becoming a Better Storyteller**

As a follow-up to the keynote address, learn to uncover and develop your inner storyteller. Understand why storytelling is important and how to do it effectively.

#### **Senior Assistants: Preparing You to Manage the Cities of Tomorrow**

What skills, traits and opportunities do senior assistants need to become the next generation of city managers? Explore best practices and relationships needed to lead council meetings and make difficult staffing decisions. Define more current opportunities to grow and mentor up and coming leaders within your city.

#### **Designing Effective Public Engagement Processes: When Values and Beliefs Collide**

No matter the issue, citizens with strong views and competing beliefs challenge the ability of cities to hold productive, civil public hearings and meetings. Public engagement processes that anticipate and respond to difficult situations are possible. Learn from others experience, hear best practices and receive tips for designing processes that are effective, responsive, factual and civil. *(Planned with the Institute for Local Government)*

### GENERAL LUNCHEON

› Noon – 1:30 pm

### CONCURRENT SESSIONS

› 2:00 – 3:15 pm

#### **There's An App For That**

Explore smart phone and tablet apps that assist you in your personal and professional life, as well as those that can be useful for your organization. Learn about apps that can save you time, money and your sanity, all while building community, leveraging content and improving your competitive edge. Be sure to BYOD (Bring Your Own Device). This is one user-friendly session where you don't have to turn off your phone or tablet.

### CONCURRENT SESSIONS

› 2:00 – 3:15 pm. Continued

#### **Creating Community Value through Employee Development: Why It's a Priority**

Do your existing employees help streamline, change and fundamentally improve your organization? Is there a gap between current and potential capacity, both individually and organizationally? In times of constrained resources, managers have to ensure they are generating maximum value for their communities. Explore concepts and tangible benefits of employees who work at full capacity.

#### **Special District Financing for Economic Development**

Review classic alternative funding sources for economic development activities such as: Business Improvement Districts (BID), Property Business Improvement Districts, and Development Corporations. Learn what new funding mechanisms such as Tourism, Restaurant and Wine Business Improvement Districts are available to support economic development. Hear best practices and policies for local governments working with BIDs.

### CONCURRENT SESSIONS

› 3:45 – 5:00 pm

#### **Best Strategies for Survival as a Manager**

Explore the roots of new problems and strategies for surviving these times. Create practical steps to enhance the health and extend the warranty on a manager's career success within any given city. Develop outreach to citizens to protect your efforts against a media attack.

#### **Public Safety Restructuring: Making Changes While Minimizing Service Impacts**

Examine methods developed for successful non-traditional public safety operational models. Hear where to start, how it was done, what worked, what didn't work and how to move concepts forward to success. Identify restructured combinations that control administrative costs while maintaining high service levels.

For speaker information, go to  
[www.cacities.org/citymanagersed](http://www.cacities.org/citymanagersed)

## Friday, February 1

### CONCURRENT SESSIONS

8:15 – 9:30 am

#### California Pension Reform: Hit or Myth?

The first Statewide pension reform law in decades is now six months old. What is working, what is not and what more needs to be done? Some cities and their voters are choosing to go beyond what is set forth by the State, sometimes with legal consequences. Take stock of these municipal efforts and where they may be leading.

#### There Will Always Be a Few Curds in Your Whey

As the chief executive or assistant, the city manager is often the final stop on the personnel problem path. Personnel issues consume an inordinate amount of time. How do you manage your role? How do you structure your policies and practices to most effectively use your time and talent? How do you prevent the few problem employees from draining the energy of an entire organization?

#### Realities in City Manager Employment

Employment agreements and compensation packages for city managers are facing new realities as the law, regulations, and the local political climate have changed. Share recent manager experiences and professional observations in professional placement. Identify current trends and results in what city councils are approving and how to update a template employment contract.

### CLOSING GENERAL SESSION:

9:45 – 11:00 am

#### Managing the 21st Century City



The 21st century will be the first in centuries of history where humans will begin to reach their full potential and cities will be at the heart of this revolution. Hear how cities may evolve. Urban cities will have rural components. Cities will have wireless smart grids for everything from police, transit, healthcare, and self-contained energy production. Plus, taxes and pensions will be mobile, reflecting a different type of labor force in cities focused on lifestyles. Are we ready for the future?

**Speaker:** Dr. Lowell Catlett, Futurist and Regent's Professor/Dean & Chief Administrative Officer, New Mexico State University

## General Information

### Register for the conference

All attendees must register for the conference online prior to reserving a hotel room. Registration is not complete until full payment is received. The League is unable to accept purchase orders. Once registration is complete, you will be directed to the housing reservations page.

- For online registration, go to [www.cacities.org/events](http://www.cacities.org/events) and select "City Managers Department Meeting".

**Registration must be received by Tuesday, January 8. After this date, please register onsite.**

### Costs/Fees

(Registration fees subsidize the following: \$50 for Ca-ICMA and \$50 for CCMF.)

The value of your registration includes:

- Electronic access to all program materials
- Admission to all sessions
- Wednesday reception, Thursday lunch, Friday breakfast

### FULL CONFERENCE *(One day registration is not available.)*

City/County Managers .....	\$625
MMANC/MMASC Members (active Asst. City Managers ONLY).....	\$480
All Others – company, consultant, League Partners .....	\$750
Non-Member City.....	\$1625
Spouse (badge required for all meals) .....	\$175

*The spouse fee is restricted to persons who are not city or public officials, are not related to any Partner or sponsor, and would have no professional reason to attend the conference. It includes admission to meals/reception only. Conference session seats are reserved for full conference registrants. There is no refund for the cancellation of a spouse registration.*

### CANCELLATIONS

Advance registrants unable to attend will receive a refund of rate paid, minus a \$75 processing charge, only when a written request is submitted to the Conference Registrar at [mdunn@cacities.org](mailto:mdunn@cacities.org) and received before 5:00 p.m. on Friday, January 18. Absolutely no refunds will be provided after this date. Sending an alternate/substitute onsite will avoid financial penalty.

If you require special accommodations related to facility access, transportation, communication and/or diet, please contact our Conference Registrar before Tuesday, January 8.

### Hotel Information & Reservations

Hotel reservation changes, date modifications, early check-outs or cancellations must be done directly through the hotel prior to Tuesday, January 8. After this date, all changes will incur a financial penalty, a minimum of a one-night room charge and attrition fees.

#### Parc 55 Wyndham, San Francisco – Union Square

55 Cyril Magnin Street, San Francisco, CA 94102

Event Rate (per night): \$179 (plus tax and fees)

Valet parking: \$49 per day (subject to change without notice)

*\*Please DO NOT book outside of the League hotel block. This will cause an increase in event costs, liabilities and higher registration rates.*

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1400 K Street, Suite 400  
Sacramento, CA 95814

Carol Jacobs  
Eastvale  
12363 Limonite Ave Ste 910  
Mira Loma, CA 91752-3686



**Join us for the 2013 City Manager's Department Meeting**

For speaker information, go to [www.cacities.org/citymanagersed](http://www.cacities.org/citymanagersed)

CITY OF EASTVALE  
CITY COUNCIL  
AGENDA SUBMITTAL

October 24, 2012

SUBJECT:

Warrant Register

REQUESTED ACTION:

Approve the payments of warrants as submitted by the Finance Department

CONTACT:

Terry Shea, City Treasurer

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BACKGROUND:

The attached list of invoices for services performed was reviewed by the Finance Committee on October 17, 2012 and has been recommended for payment.

DISCUSSION:

All of the invoices have been reviewed by the Finance Department for completeness, proper approvals and if applicable in accordance with the underlying contracts. All items were properly supported.

BUDGET OR FISCAL IMPACT:

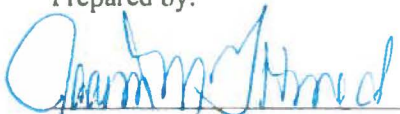
The fiscal impact is \$1,280,499.51

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Recommendation:

Approve the payment of the warrants (check numbers 11089 to 11136 and wire numbers W000050 to W000064) in the amount of \$1,205,656.57 and payroll in the amount of \$74,842.94).

Prepared by:



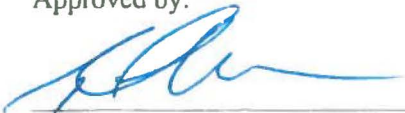
Joann Gitmed, Deputy Finance Director

Reviewed by:



Terry Shea, Finance Director

Approved by:



Ric Welch, Council Member

Approved by:



Kelly Howell, Council member

CITY OF EASTVALE  
WARRANT REGISTER  
INVOICES OCTOBER 24, 2012

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
W000050	9/26/2012	CBIZ PAYROLL	1538896	9/26/2012	PAYROLL PROCESSING ENDING 9/30/12	84.75
		CBIZ PAYROLL				84.75
W000051	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	782	9/17/2012	HEALTH PREMIUMS OCT 2012	2,355.18
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	782	9/17/2012	HEALTH PREMIUMS OCT 2012	1,400.38
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	782	9/17/2012	HEALTH PREMIUMS OCT 2012	1,521.15
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	782	9/17/2012	HEALTH PREMIUMS OCT 2012	3,641.01
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	782	9/17/2012	HEALTH PREMIUMS OCT 2012	585.06
		CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM				9,502.78
W000052	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00549	9/1/2012	PERS RETIREMENT PAYROLL 8/31/12 EMPLOYEE	1,063.89
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00549	9/1/2012	PERS RETIREMENT PAYROLL 8/31/12 EMPLOYER	1,386.99
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00549	9/1/2012	PERS RETIREMENT PAYROLL 8/31/12 SURVIVOR	2.00
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00549	9/1/2012	PERS RETIREMENT PAYROLL 8/31/12 SURVIVOR	1.00
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00549	9/1/2012	PERS RETIREMENT PAYROLL 8/31/12 SURVIVOR	3.00
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00549	9/1/2012	PERS RETIREMENT PAYROLL 8/31/12 SURVIVOR	1.00
						2,457.88
W000053	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00550	9/15/2012	PERS RETIREMENT PAYROLL 9/15/12-EMPLOYEE	1,281.70
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00550	9/15/2012	PERS RETIREMENT PAYROLL 9/15/12-EMPLOYER	1,670.96
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00550	9/15/2012	PERS RETIREMENT PAYROLL 9/15/12-SVC BUY BACK	339.44
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00550	9/15/2012	PERS RETIREMENT PAYROLL 9/15/12-SURVIVOR	2.00
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00550	9/15/2012	PERS RETIREMENT PAYROLL 9/15/12-SURVIVOR	2.00
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00550	9/15/2012	PERS RETIREMENT PAYROLL 9/15/12-SURVIVOR	3.00
	9/28/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00550	9/15/2012	PERS RETIREMENT PAYROLL 9/15/12-SURVIVOR	1.00
		CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM				3,300.10
W000054	9/28/2012	PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND	X0051	9/1/2012	DENTAL PREMIUMS SEPT 2012	81.28
	9/28/2012	PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND	X0051	9/1/2012	DENTAL PREMIUMS SEPT 2012	130.74
	9/28/2012	PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND	X0051	9/1/2012	DENTAL PREMIUMS SEPT 2012	142.25
	9/28/2012	PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND	X0051	9/1/2012	DENTAL PREMIUMS SEPT 2012	40.38
		PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND				394.65



CITY OF EASTVALE  
WARRANT REGISTER  
INVOICES OCTOBER 24, 2012

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
W000055	10/15/2012	AT&T	X00579	9/22/2012	PHONE-CITY HALL 9/22-10/21/12	360.23
		AT&T	X00579	9/22/2012	PHONE-CITY HALL 9/22-10/21/12 INTERNET	77.00
		AT&T	X00579	9/22/2012	PHONE-CITY HALL 9/22-10/21/12 LONG DISTANCE	214.84
		AT&T				652.07
W000056	10/9/2012	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00578	9/30/2012	PERS RETIREMENT PAYROLL 9/30/12-BUY BACK	339.44
		CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00578	9/30/2012	PERS RETIREMENT PAYROLL 9/30/12-EMPLOYEE	1,451.64
		CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00578	9/30/2012	PERS RETIREMENT PAYROLL 9/30/12-EMPLOYER	1,892.51
		CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00578	9/30/2012	PERS RETIREMENT PAYROLL 9/30/12-SURVIVOR	9.10
		CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	X00578	9/30/2012	PERS RETIREMENT PAYROLL 9/30/12-SURVIVOR	1.30
		CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM				3,693.99
W000057	10/11/2012	CBIZ PAYROLL	1543188	10/11/2012	PR PROCESSING PE 10/15/12	111.28
		CBIZ PAYROLL				111.28
W000058	9/27/2012	PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND	X00583	9/18/2012	DENTAL PREMIUMS OCT 2012	81.28
		PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND	X00583	9/18/2012	DENTAL PREMIUMS OCT 2012	130.74
		PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND	X00583	9/18/2012	DENTAL PREMIUMS OCT 2012	142.25
		PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND	X00583	9/18/2012	DENTAL PREMIUMS OCT 2012	40.38
		PRINCIPAL FINANCIAL GROUP-PLIC SBD GRAND ISLAND				394.65
W000059	10/15/2012	SOUTHERN CALIFORNIA EDISON	X00580	10/15/2012	ELECTRICITY-CITY HALL 8/27-9/26/12	620.80
		SOUTHERN CALIFORNIA EDISON				620.80
W000060	10/15/2012	STATE COMPENSATION INSURANCE FUND	X00576	10/15/2012	WORKERS COMP INSURANCE PREMIUM OCT 2012	1,518.83
		STATE COMPENSATION INSURANCE FUND				1,518.83
W000061	10/15/2012	STATE COMPENSATION INSURANCE FUND	X00577	10/10/2012	WORKERS COMP INSURANCE CIGA FY12/13	269.23
		STATE COMPENSATION INSURANCE FUND	X00577	10/10/2012	WORKERS COMP INSURANCE CIGA FY12/13	36.66
		STATE COMPENSATION INSURANCE FUND	X00577	10/10/2012	WORKERS COMP INSURANCE CIGA FY12/13	396.93
		STATE COMPENSATION INSURANCE FUND	X00577	10/10/2012	WORKERS COMP INSURANCE CIGA FY12/13	52.94
		STATE COMPENSATION INSURANCE FUND	X00577	10/10/2012	WORKERS COMP INSURANCE CIGA FY12/13	19.10
		STATE COMPENSATION INSURANCE FUND				774.86

CITY OF EASTVALE  
WARRANT REGISTER  
INVOICES OCTOBER 24, 2012

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
W000062	10/8/2012	STATE COMPENSATION INSURANCE FUND	X00582	10/24/2012	WORKERS COMP INSURANCE PREMIUM SEPT 2012	587.49
		STATE COMPENSATION INSURANCE FUND	X00582	10/24/2012	WORKERS COMP INSURANCE PREMIUM SEPT 2012	80.00
		STATE COMPENSATION INSURANCE FUND	X00582	10/24/2012	WORKERS COMP INSURANCE PREMIUM SEPT 2012	866.15
		STATE COMPENSATION INSURANCE FUND	X00582	10/24/2012	WORKERS COMP INSURANCE PREMIUM SEPT 2012	115.53
		STATE COMPENSATION INSURANCE FUND	X00582	10/24/2012	WORKERS COMP INSURANCE PREMIUM SEPT 2012	41.68
		STATE COMPENSATION INSURANCE FUND				1,690.85
W000063	10/9/2012	VERIZON WIRELESS	1120584836	9/18/2012	CELL PHONE 9/19-10/18/12	125.38
		VERIZON WIRELESS				125.38
W000064	10/5/2012	VISION SERVICE PLAN	X00581	10/5/2012	VISION PLAN OCT 2012	17.30
		VISION SERVICE PLAN	X00581	10/5/2012	VISION PLAN OCT 2012	29.23
		VISION SERVICE PLAN	X00581	10/5/2012	VISION PLAN OCT 2012	17.30
		VISION SERVICE PLAN	X00581	10/5/2012	VISION PLAN OCT 2012	31.02
		VISION SERVICE PLAN				94.85
11089	9/19/2012	DEMETRIUS WILLIAMS	091912	9/19/2012	PR-FINAL CHECK/VAC PAYOUT	1,960.24
		DEMETRIUS WILLIAMS				1,960.24
11090	10/8/2012	WESTERN RIVERSIDE REGIONAL CONSERVATION AGENCY	X00552	10/3/2012	MSHCP SEPT 2012	166,668.00
		WESTERN RIVERSIDE REGIONAL CONSERVATION AGENCY				166,668.00
11091	10/8/2012	WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	X00553	10/3/2012	TUMF SEPT 2012	381,582.00
		WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS				381,582.00
11092	10/24/2012	ALBERT A. WEBB ASSOCIATES	122977	8/25/2012	EASTVALE COMMERCE CENTER 8/25/12	47,637.50
		ALBERT A. WEBB ASSOCIATES	122978	8/25/2012	EASTVALE COMMERCE CENTER 8/25/12	860.00
		ALBERT A. WEBB ASSOCIATES	123111	8/25/2012	EASTVALE COMMERCE CENTER 8/25/12	1,230.38
		ALBERT A. WEBB ASSOCIATES				49,727.88

CITY OF EASTVALE  
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Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
11093	10/24/2012	ALLEGRA	46971	9/25/2012	OFFICE SUPPLIES-BUSINESS CARDS	73.26
		ALLEGRA	46971	9/25/2012	OFFICE SUPPLIES-BUSINESS CARDS	73.29
		ALLEGRA	46971	9/25/2012	OFFICE SUPPLIES-BUSINESS CARDS	36.63
		ALLEGRA	47142	10/9/2012	OFFICE SUPPLIES-BUSINESS CARDS	40.41
		ALLEGRA	47142	10/9/2012	OFFICE SUPPLIES-BUSINESS CARDS	121.22
		ALLEGRA				344.81
11094	10/24/2012	DAVID ALLIS	X00569	10/11/2012	PUBLIC SAFETY COMMISSION STIPEND 8/14/12 & 9/1	100.00
		DAVID ALLIS				100.00
11095	10/24/2012	AMERICAN FIDELITY ASSURANCE COMPANY	X00562	10/8/2012	FLEX BENEFIT PE 8/31/12	104.16
		AMERICAN FIDELITY ASSURANCE COMPANY				104.16
11096	10/24/2012	AMERICAN FORENSIC NURSES	61793	6/30/2012	BLOOD DRAW 6/30/12	164.32
		AMERICAN FORENSIC NURSES	62081	8/31/2012	BLOOD DRAW 8/31/12	82.16
		AMERICAN FORENSIC NURSES	62142	10/1/2012	BLOOD DRAW 9/15/12	123.24
		AMERICAN FORENSIC NURSES				369.72
11097	10/24/2012	BIO-TOX LABORATORIES	25719	9/7/2012	BLOOD DRAW 8/24/12	104.23
		BIO-TOX LABORATORIES				104.23
11098	10/24/2012	ROOSEVELT BLOW	X00571	10/11/2012	PUBLIC SAFETY COMM STIPEND 8/14/12 & 9/10/12	100.00
		ROOSEVELT BLOW				100.00
11099	10/24/2012	CALIFORNIA BUILDING STANDARDS COMMISSION	X00559	10/4/2012	BUILDING STANDARDS ADMIN REVOLVING FUND APF	1,948.17
		CALIFORNIA BUILDING STANDARDS COMMISSION	X00560	10/4/2012	BUILDING STANDARDS ADMIN REVOLVING FUND JUL	1,990.08
		CALIFORNIA BUILDING STANDARDS COMMISSION				3,938.25
11100	10/24/2012	CASH	X00565	10/15/2012	MISC SUPPLIES	56.33
		CASH	X00565	10/15/2012	MISC SUPPLIES	52.56
		CASH	X00565	10/15/2012	POSTAGE	15.00
		CASH	X00565	10/15/2012	MILEAGE	120.00
		CASH	X00565	10/15/2012	CAKE-FALL FESTIVAL	101.98

CITY OF EASTVALE  
WARRANT REGISTER  
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Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
		CASH	X00565	10/15/2012	SUPPLIES-FALL FESTIVAL	22.93
		CASH	X00565	10/15/2012	MISC SUPPLIES	47.62
		CASH	X00565	10/15/2012	EXTERNAL DRIVE	161.61
		CASH	X00565	10/15/2012	MISC SUPPLIES	8.01
		CASH	X00565	10/15/2012	PHONE CHARGER	24.23
		CASH	X00565	10/15/2012	MISC SUPPLIES	13.46
		CASH	X00565	10/15/2012	OVERAGE-PUBLIC RECORDS	(0.98)
		CASH	X00565	10/15/2012	MISC SUPPLIES	61.37
		CASH	X00565	10/15/2012	POSTAGE/PARKING CITATIONS	11.00
		CASH				695.12
11101	10/24/2012	CAVANAUGH LAW GROUP	3167	10/9/2012	LEGAL SERVICES SEPT 2012	10,451.70
		CAVANAUGH LAW GROUP	3168	10/9/2012	LEGAL SERVICE SEPT DEVELOPMENT	472.50
		CAVANAUGH LAW GROUP	3168	10/9/2012	LEGAL SERVICE SEPT DEVELOPMENT	360.00
		CAVANAUGH LAW GROUP	3169	10/9/2012	MANURE FACILITY	56.70
		CAVANAUGH LAW GROUP				11,340.90
11102	10/24/2012	CDW GOVERNMENT	X00566	10/11/2012	SOFTWARE RENEWAL-SYMANTEC	507.18
		CDW GOVERNMENT				507.18
11103	10/24/2012	COUNTY OF RIVERSIDE ANIMAL SERVICES	X00556	9/10/2012	ANIMAL CONTROL SVC AUG 2012	9,664.15
		COUNTY OF RIVERSIDE ANIMAL SERVICES				9,664.15
11104	10/24/2012	COVERALL	1260122580	10/1/2012	JANITORIAL SERVICES OCT 2012	150.00
		COVERALL				150.00
11105	10/24/2012	DEPARTMENT OF CONSERVATION	X00561	10/4/2012	SMIP REMITTANCE JUL-SEPT 2012	4,838.56
		DEPARTMENT OF CONSERVATION				4,838.56
11106	10/24/2012	DEPARTMENT OF JUSTICE	920801	7/27/2012	BLOOD DRAW JUNE 2012	35.00
		DEPARTMENT OF JUSTICE	930957	9/10/2012	BLOOD DRAW AUG 2012	35.00
		DEPARTMENT OF JUSTICE				70.00

CITY OF EASTVALE  
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Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
11107	10/24/2012	EASTVALE PEST CONTROL	5158	9/28/2012	PEST CONTROL 9/28/12	70.00
		EASTVALE PEST CONTROL				70.00
11108	10/24/2012	FILARSKY & WATT LLP	X00557	9/26/2012	LEGAL SVCS-SEPT 2012	3,010.00
		FILARSKY & WATT LLP				3,010.00
11109	10/24/2012	ARTHUR HOWELL	X00568	10/11/2012	PUBLIC SAFETY COMMISSION STIPEND 9/10/12	50.00
		ARTHUR HOWELL				50.00
11110	10/24/2012	INTERWEST CONSULTING GROUP	13311	10/12/2012	BUILDING & SAFETY SEP 2012	12,393.75
		INTERWEST CONSULTING GROUP	13311	10/12/2012	GENERAL ADMIN SEP 2012	257.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-PULTE TR31252 SEP 2012	9,263.75
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-MBK TR30896 SEP 2012	1,237.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-KB HOMES TR30971 SEP 2012	10,285.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-EASTVALE COMM CTR SEP 2012	1,661.25
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-MERITAGE TR31476 SEP 2012	3,002.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-EASTVALE CENTER SOUTH SEP 201	585.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-SHEA HOMES SEP 2012	2,661.25
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-NEW HOPE CHURCH SEP 2012	260.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-STANDARD PAC TR31643-1 SEP 20	225.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-STANDARD PAC TR31931 SEP 2012	1,692.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-LENNAR TR30913-1 SEP 2012	725.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-DR HORTON TR32491 SEP 2012	987.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-JCSD COMMUNITY PARK SEP 2012	87.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-MERITAGE TR31406 SEP 2012	2,228.75
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-KB HOMES TR30893-1 SEP 2012	325.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-MBK TR28742 SEP 2012	585.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-DR HORTON TR30633 SEP 2012	125.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-EASATVALE COMM CTR SEP 2012	2,615.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-12260/18 LIMONITE SEP 2012	445.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-SANHAMEL DEV SEP 2012	1,722.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-13515 RUNNING DEER CR SEP 201:	35.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-TARGET TI SEP 2012	105.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-JSCD SEWER SEP 2012	150.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-EP SCHLEISMAN/ARCHIBALD SEP 2	14,602.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-24 HOUR FITNESS SEP 2012	277.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPMPT-WAL MART SEP 2012	3,477.50

CITY OF EASTVALE  
WARRANT REGISTER  
INVOICES OCTOBER 24, 2012

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-SHEA HOMES 14604 PROMONTORY	225.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-TR312525 LOTS 67,72,64,76-88 SEI	600.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-14068 SILENT STREAM SEP 2012	35.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-6770 CECILLE CIR SEP 2012	105.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-TI PIZZA HUT SEP 2012	153.75
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-LEARNING EXPERIENCE SEP 2012	105.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-12636 LIMONITE BLDG A&B SEP 20	105.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-LENNAR CITRUS/SCHOLAR WAY SE	70.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-TR29997 TTM HELLMAN & CHANDL	1,300.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-JACK IN THE BOX SEP 2012	1,175.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-6885 CEDAR CREEK SEP 2012	202.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-JERSEY MIKES SEP 2012	1,230.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-ENCLAVE PHASE II SEP 2012	1,037.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-YOGURTLAND SEP 2012	455.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-6425 HIGH COUNTRY CIR SEP 2012	52.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-6542 CEDAR CREEK SEP 2012	183.75
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-JEHOVA WITNESS SOLAR POWER S	17.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-12815 SCHLEISMAN SEP 2012	745.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-CLOVERDALE MKTPL NCOM SEP 20	297.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-SPRINT CELL SITE SEP 2012	140.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-FOREMOST COMMUNITIES SEP 201	715.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-6580 ACEY SEP 2012	70.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-14766 EAGLE RIVER SEP 2012	140.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-JCSD ANNUAL PERMIT SEP 2012	593.75
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-EP HAMNER/MISSISSIPPI SEP 2012	31.25
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-EP 7155 HAMNER SEP 2012	100.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-EP SCHLEISMAN SEP 2012	156.25
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-EP MISTY MEADOWS SEP 2012	50.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-EP SCHLEISMAN/MOONFLOWER SE	287.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	PRIVATE DVLPM-T-EP ARCHIBALD & LIMONITE SEP 20	187.50
		INTERWEST CONSULTING GROUP	13311	10/12/2012	STORM WATER MANAGEMENT SEP 2012	3,800.00
		INTERWEST CONSULTING GROUP	13311	10/12/2012	GAS TAX ADMINISTRATION SEP 2012	22,540.00
		INTERWEST CONSULTING GROUP	CM13056	9/20/2012	TOPOGRAPHIC SURVEY AND BASE MAP	(360.00)
		INTERWEST CONSULTING GROUP	CM13056	9/20/2012	TOPOGRAPHIC SURVEY AND BASE MAP	(3,620.00)
		INTERWEST CONSULTING GROUP	CM13056	9/20/2012	TOPOGRAPHIC SURVEY AND BASE MAP	(5,220.00)
		INTERWEST CONSULTING GROUP				<u>99,725.00</u>



CITY OF EASTVALE  
WARRANT REGISTER  
INVOICES OCTOBER 24, 2012

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
11111	10/24/2012	JOE A. GONSALVES & SON	23104	9/19/2012	LEGISLATIVE ADVOCATE OCT 2012	3,000.00
		JOE A. GONSALVES & SON				3,000.00
11112	10/24/2012	LEWIS BRISBOIS BISGAARD & SMITH LLP	1074391	9/14/2012	LEGAL SERVICE-MANURE FACILITY	2,951.00
		LEWIS BRISBOIS BISGAARD & SMITH LLP				2,951.00
11113	10/24/2012	WILLIAM LINK	X00574	10/11/2012	PLNG COMM STIPEND 7/18/12	50.00
		WILLIAM LINK				50.00
11114	10/24/2012	ROB MEDRANO	X00570	10/11/2012	PUBLIC SAFETY COMM STIPEND 8/14/12 & 9/10/12	100.00
		ROB MEDRANO				100.00
11115	10/24/2012	MICROSOFT CORPORATION	21000022VK9	9/27/2012	IT USERS LICENSES 9/27-10/26/12	652.00
		MICROSOFT CORPORATION				652.00
11116	10/24/2012	NBS GOVERNMENT FINANCE GROUP	91200043	9/20/2012	LMD ADMIN JUL-SEPT 2012	2,465.58
		NBS GOVERNMENT FINANCE GROUP	91200043	9/20/2012	LMD ADMIN JUL-SEPT 2012	61.00
		NBS GOVERNMENT FINANCE GROUP	91200043	9/20/2012	LMD ADMIN JUL-SEPT 2012	63.52
		NBS GOVERNMENT FINANCE GROUP	91200043	9/20/2012	LMD ADMIN JUL-SEPT 2012	322.98
		NBS GOVERNMENT FINANCE GROUP	91200043	9/20/2012	LMD ADMIN JUL-SEPT 2012	40.30
		NBS GOVERNMENT FINANCE GROUP	91200043	9/20/2012	LMD ADMIN JUL-SEPT 2012	97.70
		NBS GOVERNMENT FINANCE GROUP	91200043	9/20/2012	LMD ADMIN JUL-SEPT 2012	7.20
		NBS GOVERNMENT FINANCE GROUP				3,058.28
11117	10/24/2012	MICHELE NISSEN	X00575	10/11/2012	REIMB - MEALS - ICSC - 9/19-9/21/12	52.80
		MICHELE NISSEN	X00575	10/11/2012	REIMB - TRANSPORTATION - ICSC - 9/19-9/21/12	83.00
		MICHELE NISSEN	X00575	10/11/2012	REIMB - MILEAGE - ICSC - 9/19-9/21/12	114.21
		MICHELE NISSEN				250.01
11118	10/24/2012	NORCO HILLS CAR WASH, INC.	2012/396	9/24/2012	CAR WASH-SEPT 2012	14.99
		NORCO HILLS CAR WASH, INC.				14.99

CITY OF EASTVALE  
WARRANT REGISTER  
INVOICES OCTOBER 24, 2012

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
11119	10/24/2012	OFFICEMAX	393800	9/18/2012	OFFICE SUPPLIES	128.88
		OFFICEMAX	393800	9/18/2012	OFFICE SUPPLIES	333.22
		OFFICEMAX	597445	10/5/2012	OFFICE SUPPLIES	106.59
		OFFICEMAX	597445	10/5/2012	OFFICE SUPPLIES	114.06
		OFFICEMAX	597445	10/5/2012	OFFICE SUPPLIES	29.88
		OFFICEMAX				712.63
11120	10/24/2012	PMC	36272	10/9/2012	PLANNING SVCS-ADMIN SEP 2012	3,940.00
		PMC	36272	10/9/2012	PLANNING SVCS-BUILDING LICENSE REVIEW SEP 201	340.00
		PMC	36272	10/9/2012	PLANNING SVCS-BUILDING PERMIT REVIEW SEP 201:	440.00
		PMC	36272	10/9/2012	PLANNING SVCS-DEPT MGMT SEP 2012	3,172.50
		PMC	36272	10/9/2012	PLANNING SVCS-STAFF MTGS SEP 2012	810.00
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-PULTE TR31252 SEP 2012	872.50
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-KB HOMES TR30971 SEP 2012	2,169.33
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-EASTVALE COMMUNITY CENTER SE	28.75
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-MERITAGE TR31476 SEP 2012	287.50
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-SHEA HOMES TR31826 SEP 2012	783.75
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-STANDARD PAC TR31622 SEP 2012	143.75
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-STANDARD PAC TR31931 SEP 2012	803.75
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-DR HORTON TR32491 SEP 2012	591.25
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-MERTIAGE TR31406 SEP 2012	395.00
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-KB HOMES TR30893-1 SEP 2012	215.00
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-EASTVALE COMMUNITY CENTER SE	7,653.26
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-ARCO SEP 2012	62.50
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-RALPHS GAS STATION SEP 2012	730.41
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-SANHAMEL DEV SEP 2012	2,928.59
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-CLOVERDALE MKTPL PHASE II SEP	1,020.57
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-PLOT PLAN EXTENTION 23219 SEP	371.25
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-VERIZON ANTENNA ELECTRICAL SE	107.78
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-DR HORTON TR31492 SEP 2012	1,310.00
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-SHEA HOMES CELL TOWER SEP 20:	28.75
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-TARGET CUP SEP 2012	20.00
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-S/E CORNER LIMONITE/ARCHIBALD	2,998.80
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-VERIZON HARADA PARK SEP 2012	107.79
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-PAR SPECIAL EVENT SEP 2012	67.50
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-LEARNING EXPERIENCE SEP 2012	142.50
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-CLOVERDALE MKTPL RETAIL A&B S	187.50
PMC	36273	10/9/2012	PRIVATE DVLPM-T-LENNAR TR36382 & 36373 SEP 201	843.75		
PMC	36273	10/9/2012	PRIVATE DVLPM-T-JACK IN THE BOX SEP 2012	626.31		

CITY OF EASTVALE  
WARRANT REGISTER  
INVOICES OCTOBER 24, 2012

<u>Check No.</u>	<u>Check Date</u>	<u>Name</u>	<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Transaction Description</u>	<u>Amount</u>
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-ENCLAVE MKTPL #1 SEP 2012	1,202.77
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-ENCLAVE MKTPL PLAN SEP 2012	374.65
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-YOUGURTLAND TI SEP 2012	125.00
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-MCDONALDS SOLID ROOF SEP 201	20.00
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-MITCHEL RESIDENTIAL SEP 2012	40.00
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-SPRINT ANTENNA MAINT SEP 2012	80.00
		PMC	36273	10/9/2012	PRIVATE DVLPM-T-TUP HAUNTED HOUSE SEP 2012	67.50
		PMC	36278	10/9/2012	PLANNING SVCS-CITY MANAGER REQUESTS SEP 2012	1,820.00
		PMC	36278	10/9/2012	PLANNING SVCS-INTERIM ZONING CODE UPDATES SI	2,076.25
		PMC				40,006.51
11121	10/24/2012	RIGHT OF WAY, INC	9083	8/6/2012	LIGHT WITH TRIPOD	3,150.25
		RIGHT OF WAY, INC				3,150.25
11122	10/24/2012	RIVERSIDE COUNTY SHERIFF DEPARTMENT	20014	9/20/2012	LAW ENFORCEMENT COMMUNITY SERVICE 7/26-8/22	13,395.20
		RIVERSIDE COUNTY SHERIFF DEPARTMENT	20014	9/20/2012	LAW ENFORCEMENT MILEAGE 7/26-8/22/12	14,714.86
		RIVERSIDE COUNTY SHERIFF DEPARTMENT	20014	9/20/2012	LAW ENFORCEMENT OVERTIME 7/26-8/22/12	5,042.73
		RIVERSIDE COUNTY SHERIFF DEPARTMENT	20014	9/20/2012	LAW ENFORCEMENT PATROL 7/26-8/22/12	249,690.47
		RIVERSIDE COUNTY SHERIFF DEPARTMENT	20014	9/20/2012	LAW ENFORCEMENT TRAFFIC 7/26-8/22/12	17,355.20
		RIVERSIDE COUNTY SHERIFF DEPARTMENT	20014	9/20/2012	LAW ENFORCEMENT ZONE OFFICER 7/26-8/22/12	34,710.40
		RIVERSIDE COUNTY SHERIFF DEPARTMENT	20048	9/24/2012	DUI CHECKPOINT 9/1/12	6,126.97
		RIVERSIDE COUNTY SHERIFF DEPARTMENT				341,035.83
11123	10/24/2012	TLMA ADMINISTRATION	L0000009051	9/12/2012	ROAD MAINTENANCE JUN 2012	16,529.29
		TLMA ADMINISTRATION	L0000009051	9/12/2012	SIGNAL MAINTENANCE JUN 2012	18,108.71
		TLMA ADMINISTRATION				34,638.00
11124	10/24/2012	RIVERSIDE RUBBER STAMP & ENGRAVING	12-70576	9/20/2012	STAMPS	101.25
		RIVERSIDE RUBBER STAMP & ENGRAVING				101.25
11125	10/24/2012	ROGERS, ANDERSON, MALODY & SCOTT, LLP	36385	8/31/2012	ACCOUNTING SERVICES AUG 2012	7,278.00
		ROGERS, ANDERSON, MALODY & SCOTT, LLP				7,278.00

CITY OF EASTVALE  
WARRANT REGISTER  
INVOICES OCTOBER 24, 2012

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
11126	10/24/2012	STK ARCHITECTURE, INC	19584	9/13/2012	PRELIMINARY DESIGN #2 STATION	2,800.00
		STK ARCHITECTURE, INC				2,800.00
11127	10/24/2012	SUNSET GRAPHICS	13893	9/26/2012	EMBROIDERY SVC	38.79
		SUNSET GRAPHICS	13893	9/26/2012	EMBROIDERY SVC	77.58
		SUNSET GRAPHICS	13893	9/26/2012	EMBROIDERY SVC	80.81
		SUNSET GRAPHICS	13893	9/26/2012	EMBROIDERY SVC	77.58
		SUNSET GRAPHICS	13893	9/26/2012	EMBROIDERY SVC	38.79
		SUNSET GRAPHICS				313.55
11128	10/24/2012	SYNOPTEK	216639	10/1/2012	IT NOV 2012	2,255.00
		SYNOPTEK				2,255.00
11129	10/24/2012	JOSEPH TESSARI	X00572	10/11/2012	PLNG COMM STIPEND 7/18/12	50.00
		JOSEPH TESSARI				50.00
11130	10/24/2012	UCR EXTENTION	X00558	9/26/2012	BUDGETARY PROCESS GOVT - A. ZEPEDA 1/24-3/21/1	628.00
		UCR EXTENTION				628.00
11131	10/24/2012	FRED VALENTINE	X00573	10/11/2012	PLNG COMM STIPEND 7/18/12	50.00
		FRED VALENTINE				50.00
11132	10/24/2012	ROBERT VAN NORT	X00554	9/25/2012	REIMB-LODGING 9/8-9/12/12	382.95
		ROBERT VAN NORT				382.95
11133	10/24/2012	VOYAGER FLEET SYSTEMS INC	8.6929E+11	9/24/2012	FUEL 8/25-9/24/12	239.10
		VOYAGER FLEET SYSTEMS INC				239.10
11134	10/24/2012	WHITE NELSON DIEHL EVANS LLP	X00567	10/8/2012	TAX SEMINAR 12/7/12 J. GITMED	100.00
		WHITE NELSON DIEHL EVANS LLP	X00567	10/8/2012	TAX SEMINAR 12/7/12 J. GITMED	175.00
		WHITE NELSON DIEHL EVANS LLP				275.00

CITY OF EASTVALE  
WARRANT REGISTER  
INVOICES OCTOBER 24, 2012

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
11135	10/24/2012	WORTHINGTON CONSTRUCTION	X00564	10/10/2012	DEVELOPER DEPOSIT REFUND PN 12-0237	182.78
		WORTHINGTON CONSTRUCTION				182.78
11136	10/24/2012	XEROX CORPORATION	64184548	10/1/2012	COPIER LEASE 8/21-9/21/12	307.43
		XEROX CORPORATION	64184548	10/1/2012	COPIER USAGE 8/21-9/21/12	636.09
		XEROX CORPORATION				943.52
TOTAL WARRANTS 10/24/2012						1,205,656.57
PAYROLL PAY PERIOD ENDING 9/15/12						31,874.50
PAYROLL PAY PERIOD ENDING 9/30/12						22,091.31
PAYROLL PAY PERIOD ENDING 10/15/12						20,877.13
TOTAL PAYROLL SERVICES						74,842.94
TOTAL PAYMENTS TO BE APPROVED						<u>1,280,499.51</u>

GENERAL FUND 10	610,448.54
STRUCTURAL FIRE FUND 11	2,800.00
GAS TAX FUND 20	56,818.00
MEASURE A FUND 21	(8,840.00)
MISCELLANEOUS GRANTS FUND 24	9,277.22
LANDSCAPE MAINTENANCE DISTRICT FUND 32	2,465.58
LANDSCAPE MAINTENANCE DISTRICT FUND 33	61.00
LANDSCAPE MAINTENANCE DISTRICT FUND 34	63.52
LANDSCAPE MAINTENANCE DISTRICT FUND 35	322.98
LANDSCAPE MAINTENANCE DISTRICT FUND 36	40.30
LANDSCAPE MAINTENANCE DISTRICT FUND 37	97.70
LANDSCAPE MAINTENANCE DISTRICT FUND 38	7.20
DEVELOPMENT IMPACT FUND 62	-
AGENCY FUND 80	606,937.47
TOTAL	<u>1,280,499.51</u>

CITY OF EASTVALE  
CITY COUNCIL  
AGENDA SUBMITTAL

October 24, 2012

SUBJECT:

Warrant Register – Council Related Items

REQUESTED ACTION:

Approve the payments of warrants as submitted by the Finance Department

CONTACT:

Terry Shea, City Treasurer

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BACKGROUND:

The attached list of invoices for council related expenditures was reviewed by the Finance Committee on October 17, 2012 and has been recommended for payment.

DISCUSSION:

All of the invoices have been reviewed by the Finance Department for completeness, proper approvals and if applicable in accordance with the underlying contracts. All items were properly supported.

BUDGET OR FISCAL IMPACT:

The fiscal impact is \$309.34

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Recommendation:

Approve the payment of the warrants (check numbers 11137 through ~~11138~~) in the amount of \$309.34.

Prepared by:



Joann Gitmed, Deputy Finance Director

Reviewed by:



Terry Shea, Finance Director

Approved by:



Ric Welch, Council Member

Approved by:



Kelly Howell, Council member

CITY OF EASTVALE  
WARRANT REGISTER  
INVOICES OCTOBER 24, 2012

Check No.	Check Date	Name	Invoice No.	Invoice Date	Transaction Description	Amount
11137	10/24/2012	INTERNATIONAL COUNCIL OF SHOPPING CENTERS	X00563	9/21/2012	MEMBERSHIP RENEWAL-DE GRANDPRE	<u>100.00</u>
		INTERNATIONAL COUNCIL OF SHOPPING CENTERS				100.00
11138	10/24/2012	ADAM RUSH	X00584	10/5/2012	REIMB - LODGING - LEAGUE CONF-9/6/12	147.34
		ADAM RUSH	X00584	10/5/2012	REIMB - TRANSPORTATION - LEAGUE CONF-9/6/12	<u>62.00</u>
		ADAM RUSH				209.34
TOTAL WARRANTS 10/24/2012						<u><u>309.34</u></u>
TOTAL PAYMENTS TO BE APPROVED						<u><u>309.34</u></u>
GENERAL FUND 10						309.34
TOTAL						<u><u>309.34</u></u>

**CITY OF EASTVALE  
CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: October 24, 2012**

**SUBJECT: Revised Community Development Block Grant Sub-Recipient Agreement with the Eastvale Community Foundation**

**REQUESTED ACTION: Approve the revised Sub-Recipient Agreement with the Eastvale Community Foundation**

**CONTACT: Carol Jacobs, City Manager**

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**BACKGROUND/DISCUSSION:**

The CDBG program is a federal grant program administered by the Department of Housing and Urban Development (HUD) in which funding is allocated to the City annually through the County of Riverside Economic Development Agency.

According to CDBG regulations, 15% of the total allocation may be allocated to Public Services. For the first year, the City has received an allocation of \$26,654 which the City Council previously awarded to the Eastvale Community Foundation.

The previously approved sub-agreement was not adequate to meet the requirements of the CDBG grant and the Eastvale Community Foundation has since provided additional information on the programs to be implemented with the grant funds.

In order to meet the suggested standards for CDBG sub-recipient agreements and to include the additional information on the use of the funds, staff has prepared a more comprehensive sub-recipient agreement.

**BUDGET (or FISCAL) IMPACT:**

The CDBG grant program is a reimbursable program where funds must be expended prior to receiving reimbursement for the funds expended. The Eastvale Community Foundation, the City and representatives from the County of Riverside Economic Development Agency met to discuss how best to administer and fund the program.

The Eastvale Community Foundation has a clear understanding of the rules and guidelines of the CDBG grant program. In order to fund the program, it is recommended that the Foundation award grants for recreational opportunities and present the City's Finance Department with the appropriate applications and costs. The City would then "front" the CDBG funds to the Foundation. After proof of payment by the Foundation, the City would request reimbursement from the County Economic Development Department.

The CDBG funds allocated to outside agencies have moderate impact on the City, as it requires staff time to monitor the program.



**RECOMMENDATION:**

Approve the revised Sub-Recipient Agreement with the Eastvale Community Foundation.

**ATTACHMENTS:**

Sub-Recipient Agreement with the Eastvale Community Foundation

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SUB-RECIPIENT AGREEMENT BETWEEN  
THE CITY OF EASTVALE  
AND  
EASTVALE COMMUNITY FOUNDATION  
FOR CDBG FUNDED RECREATIONAL SCHOLARSHIPS

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Eastvale (herein called the “Grantee”) and the Eastvale Community Foundation (herein called the “Sub-recipient”).

WHEREAS, the Grantee has executed a cooperative agreement with the County of Riverside and agreed to undertake and assist with the community development activities within its jurisdiction, by utilizing the sum of \$26,654 for Recreational Scholarships; and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

**A. Activities**

The Sub-recipient will be responsible for administering a CDBG Year 2012/13 Recreational Scholarship Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

**Program Delivery**

Activity #1 – The Foundation will provide financial scholarships for low-income youth to participate in recreational programs offered through the local recreational service providers.

**General Administration**

The Foundation will provide information to parents of low-income youth and accept and review scholarship applications based on financial need.

B. National Objectives

All activities funded with CDBG funds must meet one or more of the CDBG program's National Objectives as defined in 24 CFR 570.208.

The Sub-recipient certifies that the activity carried out under this agreement will meet National Objective Criteria 570.208(a)(2)(i)(B), CFR reference Low Mod Limited Clientele Income Certification.

C. Levels of Accomplishment – Goals and Performance Measures

The Sub-Recipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Activity #1	N/A	30

\*\*Unit of Service = Unduplicated Persons served

D. Staffing

Eastvale Community Foundation Board Members shall administer the program. Any changes in the Key Personnel assigned under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

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

**II. TIME OF PERFORMANCE**

Services of the Sub-recipient shall start of the \_\_\_\_\_ day of \_\_\_\_\_, 2012 and end on the 31<sup>st</sup> day of May, 2013. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

<u>Line Item</u>	<u>Amount</u>
Salaries	\$0.00
Fringe	\$0.00
Office Space (Program Only)	\$0.00
Utilities	\$0.00
Communications	\$0.00
Reproduction/Printing	\$0.00
Supplies and Materials	\$0.00
Mileage	\$0.00
Audit	\$0.00
Other (Scholarships)	\$26,654
Indirect Costs	\$0.00
Total CDBG Budget	\$26,654

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$26,654. Drawdowns for the payment of eligible expenses shall be made in increments of no greater than \$5,000.00 against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance. Such expenses for general administration shall be included within the maximum \$5,000.00 increments.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

City of Eastvale  
Carol Jacobs, City Manager  
12363 Limonite Ave Suite, 910  
Eastvale CA 91752  
Phone: 951-361-0900

Eastvale Community Foundation  
Al Nassar, Executive Director  
12672 Limonite Ave Suite 3E #408  
Eastvale CA 92880  
Phone: 951-268-4079

**VI. SPECIAL CONDITIONS**

The Sub-recipient must schedule and receive training by the Riverside County Economic Development Department in regards to Community Development Block Grant regulations and processes, prior to soliciting for applications for Recreational Scholarships, and prior to receiving reimbursement for any CDBG-funded activities.

The Sub-recipient must collect income self-certifications from every individual or family participating in the CDBG-funded activity or the parent or guardian of every child participating in the CDBG-funded activity. This includes family income, family size, and ethnicity. The Sub-recipient is required to collect income verification documentation from at least 10% of the participants. All of this documentation is to be submitted to the Grantee on a monthly basis.

**VII. GENERAL CONDITIONS**

**A. General Compliance**

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart L of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds provided under this Agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. "Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Sub-recipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publication made possible with finds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

#### H. Suspension or Termination

In accordance with 24CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;  
or
4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will

not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Sub-recipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Sub-recipient shall administer its program in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- e. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

#### **2. Retention**



The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

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

5. Close-outs

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

6. Audits and Inspections

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

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payment will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, equipment, etc) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of equipment under this Agreement shall be in compliance with the requirements of 24 DFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for CDBG program or (b) retained after compensating the Grantee an amount equal to the fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

## **IX. PERSONNEL AND PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Sub-recipient agrees to comply with all local and State civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### **2. Nondiscrimination**

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

### 3. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## B. Affirmative Action

### 1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

### 2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representatives by businesses regarding their status as minority and female businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### 3. Access to Records

The Sub-recipient shall furnish and cause each of its own Sub-recipients or Sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts to the Grantee, HUD, or its agent, or other Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraph X.A., Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

### 3. “Section 3” Clause

#### a. Compliance

Compliance with the provisions of Section 3 of the HUD ct of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub-recipient and any of the Sub-recipient’s Sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipient and any of the Sub-recipients sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontractors executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contract for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and

very low-income persons residing in the metropolitan area in which the project is located.”

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

Sub-recipients shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized



in written reports and supported with documents evidence of follow-up actions taken to correct areas of non-compliance.

c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which included (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standard of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, 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

in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designate public agency.

## 5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employees of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly;
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of

this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work, or materials for governmental purposes.

#### 7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

### **X. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

### **XI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

### **XII. WAIVER**

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

### **XIII. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all

prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

GRANTEE

SUB-RECIPIENT

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Jeff DeGrandpre  
Mayor, City of Eastvale

---

Name:  
Title:

ATTEST:

ATTEST:

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Ariel Berry  
Assistant City Clerk

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Name:  
Board Secretary

APPROVED AS TO FORM:

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John Cavanaugh  
City Attorney

**CITY OF EASTVALE  
CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: October 24, 2012**

**SUBJECT: Resolution authorizing the examination of sales and use tax records**

**REQUESTED ACTION: Adopt Resolution 12-50.**

**CONTACT: Carol Jacobs, City Manager**

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**BACKGROUND:**

The City of Eastvale has contracted with Hinderliter DeLlama and Associates to conduct ongoing sales and use tax audits to identify and correct distribution errors and to provide technical assistance sales tax projections to City staff.

**DISCUSSION:**

Revenue and Taxation Code Section 7056 restricts the release of confidential sales and use tax records to officers of local jurisdictions who are designated by a resolution. The City desires to obtain confidential registration and/or allocation data of sales and use tax from the State Board of Equalization for purposes of analyzing current data for distribution errors and for forecasting future sales and use tax revenue.

**BUDGET (or FISCAL) IMPACT:**

None.

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**RECOMMENDATION:**

Adopt Resolution 12-50, authorizing the City Manager, the Finance Director and Hinderliter DeLlama and Associates, consultant, to review sales and use tax information.

**RESOLUTION NO. 12-50**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE,  
CALIFORNIA AUTHORIZING EXAMINATION OF SALES AND USE TAX RECORDS**

**WHEREAS**, pursuant to Ordinance No. 2010-04, the City of Eastvale entered into a contract with the State Board of Equalization to perform all functions incident to the administration and collection of local sales and use taxes; and

**WHEREAS**, the City Council of the City of Eastvale deems it desirable and necessary for authorized representatives of the City to examine confidential sales and use tax records of the State Board of Equalization pertaining to sales and use taxes collected by the Board for the City pursuant to that contract; and

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales and use tax records of the Board;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EASTVALE HEREBY RESOLVES, AS FOLLOWS:**

Section 1. That the City Manager, Finance Director, or other officer or employee of the City of Eastvale designated in writing by the City Manager to the State Board of Equalization (hereafter referred to as Board), is hereby appointed to represent the City with authority to examine sales and use tax records of the Board pertaining to sales and use taxes collected for the City by the Board pursuant to the contract between the City and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of City sales and use taxes by the Board pursuant to that contract.

Section 2. That Hinderliter, de Llamas & Associates, consultant, is hereby designated to examine the sales and use tax records of the Board pertaining to sales and use taxes collected for the City by the Board. The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with the City to examine those sales and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

- c) Is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- d) Is prohibited by that contract from retaining the information contained in, or derived from those sales and use tax records, after that contract has expired.

The information obtained by examination of Board records shall be used only for purposes related to the collection of City sales and use taxes by the Board pursuant to the contract between the City and the Board.

Section 3. That this resolution supercedes all prior resolutions of the City Council of the City of Eastvale adopted pursuant to subdivision (b) of Revenue and Taxation Code Section 7056.

**PASSED, APPROVED AND ADOPTED** this 24<sup>th</sup> day of October, 2012.

\_\_\_\_\_  
Jeff DeGrandpre, Mayor

Attest:

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

Approved as to form:

\_\_\_\_\_  
John E. Cavanaugh, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) §  
CITY OF EASTVALE )

I, Ariel Berry, ASSISTANT CITY CLERK OF THE CITY OF EASTVALE, DO HEREBY CERTIFY that the foregoing Resolution Number 12-50 was duly and regularly adopted by the City Council of the City of Eastvale at a REGULAR meeting held the 24<sup>th</sup> day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Assistant City Clerk, Ariel Berry



**CITY OF EASTVALE  
CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: October 24, 2012**

**SUBJECT: Amendment to Limonite Avenue Resurfacing Project Cooperative Agreement with the County of Riverside**

**REQUESTED ACTION: Revise the existing cooperative agreement with the County of Riverside for the Limonite Avenue resurfacing project by increasing the City's share of cost by \$22,000 for a total amount of \$374,000; and authorize the expenditure of Measure A funds in the amount of \$374,000 for Project Number 93007, Limonite Avenue resurfacing between Hamner Avenue and Wineville Road.**

**CONTACT: George Alvarez, City Engineer**

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**BACKGROUND:**

On August 22, 2012 the City Council approved an agreement between the City and the County of Riverside for pavement rehabilitation on Limonite Avenue between Hamner Avenue in the City of Eastvale and the Wineville Road in Jurupa Valley. The City's share of the project at the time was \$352,000.

**DISCUSSION:**

The project was recently awarded to the lowest responsive bidder and a pre-construction meeting was held after the award. At the meeting it was noted that a portion of Limonite Avenue east of Hamner Avenue on the north side was to be slurry sealed. Due to the condition of the roadway, Public Works staff recommends that instead of applying a slurry seal, the contractor overlay with new asphalt. This would extend the design life of the pavement. The additional cost for the asphalt overlay is estimated at \$22,000.

Due to the change in scope at the request of the City, the total cost of the project is \$374,000. In order to enhance the work, the City must revise its cooperative agreement with the County of Riverside.

**BUDGET (or FISCAL) IMPACT:**

This change order would increase the City of Eastvale costs by \$22,000 for a total amount of \$374,000. The project is funded with Measure A funds from account number 21-510-6695-93007.

**RECOMMENDATION:**

Revise the existing cooperative agreement with the County of Riverside for the Limonite Avenue resurfacing project by increasing the City's share of cost by \$22,000 for a total amount of \$374,000.

Authorize the expenditure of Measure A funds in the amount of \$374,000 for Project Number 93007, Limonite Avenue resurfacing between Hamner Avenue and Wineville Road.

**ATTACHMENTS:**

Agreement between the City of Eastvale and the County of Riverside

1                                   **COOPERATIVE AGREEMENT BY AND BETWEEN**  
2   **RIVERSIDE COUNTY**  
3   **AND**  
4   **CITY OF EASTVALE**  
5   **FOR**  
6                                   **LIMONITE AVENUE RESURFACING IMPROVEMENTS**

7  
8   This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the County of  
9   Riverside, (hereinafter "COUNTY"), and the City of Eastvale (hereinafter "EASTVALE"), for the provision of certain  
10   activities related to resurfacing improvements on Limonite Avenue from Hamner Avenue to southbound ramps at  
11   Interstate 15 (I-15) currently located within the jurisdictional boundaries of EASTVALE.

12  
13   **RECITALS**

- 14   A. The COUNTY, JURUPA VALLEY and EASTVALE desire to improve pavement conditions on Limonite  
15   Avenue from Hamner Avenue in EASTVALE to Wineville Avenue in JURUPA VALLEY. The proposed project  
16   will improve pavement conditions by resurfacing the full width of Limonite from EASTVALE Gateway entrance  
17   to Wineville Avenue, resurfacing the north one half of Limonite Avenue from EASTVALE Gateway to Hamner,  
18   and adding raised median island from Wineville towards Interstate 15 (I-15) northbound ramps to restrict left  
19   turn movements from both the Park and Ride facility and the shopping center in JURUPA VALLEY  
20   (hereinafter "PROJECT").
- 21   B. The COUNTY, JURUPA VALLEY and EASTVALE desire to have the COUNTY as Lead Agency for the  
22   overall development and implementation of the PROJECT. The COUNTY has extensive experience in the  
23   development and implementation of roadway resurfacing projects. The COUNTY will therefore provide the  
24   administrative, technical, managerial and support services necessary for the development and  
25   implementation of the PROJECT.
- 26   C. The current COUNTY "Transportation Improvement Program" (2011/2012 TIP), as approved by the Riverside  
27   County Board of Supervisors, January 10, 2012, provides for resurfacing improvements to Limonite Avenue,

1 from EASTVALE Gateway to Wineville Avenue. The City of Eastvale requested to extend the project limits  
2 westerly to Hamner Avenue to include the north half of Limonite Avenue. The Exhibit "A" shows the  
3 PROJECT limits and the jurisdictional boundaries of JURUPA VALLEY and EASTVALE.

4 D. Both JURUPA VALLEY and EASTVALE agreed that they will contribute their fair share of the PROJECT  
5 costs for the improvements within their respective city boundaries. EASTVALE project costs share will be  
6 limited to the improvements from Hamner Avenue to southbound ramps on I-15, however, the JURUPA  
7 VALLEY cost share will be limited to the improvements from northbound ramp on I-15 to Wineville. The  
8 projects costs and both cities contributions are shown on Exhibit "B".

9 E. The Environmental Document for the PROJECT has been prepared by COUNTY and will be approved prior  
10 to construction.

11 F. The COUNTY and EASTVALE desire to define herein the terms and conditions under which said project is to  
12 be administered, engineered, coordinated, managed and constructed.

13 G. California Government Code Section 6502 provides that "if authorized by their legislative or governing bodies,  
14 two or more public agencies by agreement may jointly exercise any power common to the contracting  
15 parties".

16 H. California Code of Civil Procedure Section 1240.140(b) provides that "two or more public agencies may enter  
17 into an agreement for the joint exercise of their respective powers of eminent domain, whether or not  
18 possessed in common, for acquisition of property as a single parcel".

19  
20 **AGREEMENT**

21 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as  
22 follows:

23 **SECTION 1 • COUNTY AGREES:**

- 24 1. To complete, or cause to be completed, detailed Environmental and PS&E documents for the PROJECT, and  
25 secure all necessary construction permits from the regulatory agencies.
- 26 2. Nothing in this agreement is intended to commit the COUNTY to funding any portion of the PROJECT beyond  
27 the funds available as shown in Exhibit "B", attached hereto and incorporated by this reference, or shall be

1 construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to  
2 continue with the PROJECT, if funds are no longer available.

3 3. To coordinate utility relocations for the PROJECT if necessary.

4 4. To advertise, award and administer a public works contract for the construction of the PROJECT in  
5 accordance with the local Agency Public Construction Code, Federal Regulations, the California Labor Code,  
6 STATE requirements and in accordance with an encroachment permit issued by EASTVALE.

7 5. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If  
8 the PROJECT plans and specifications are prepared by a private engineering company, the Resident  
9 Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the  
10 construction contractor.

11 6. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,  
12 soils and compaction tests, measurement and computation of quantities, testing of construction materials,  
13 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other  
14 inspection and staff services necessary to assure that the construction is performed in accordance with the  
15 plans and specifications.

16 7. To construct the PROJECT in accordance with approved plans and specifications.

17 8. To provide separate quantities and accounting for EASTVALE share of the PROJECT.

18 9. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as  
19 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a  
20 certified material tester.

21 10. To cause the COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT  
22 construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability  
23 and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of  
24 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be  
25 required which name EASTVALE, its officers, agents and employees as additionally insured. The COUNTY  
26 shall also require the COUNTY's contractor to maintain Worker's Compensation Insurance.

27 11. To furnish EASTVALE one complete set each of full-sized film positive reproducible as-built plans and all

1 contract records, including survey documents, within three hundred and sixty-five (365) days following the  
2 completion and acceptance of the PROJECT construction contract.

3 12. To provide EASTVALE upon completion and acceptance of the PROJECT, a full accounting of project funding  
4 costs.

5 **SECTION 2 • EASTVALE AGREES:**

- 6 1. To be responsible for the funding of the PROJECT as shown on Exhibit "B", as of the date of this agreement.
- 7 2. To deposit with COUNTY, after the bid opening and prior to COUNTY awarding the construction contract for  
8 the PROJECT and upon written request by the COUNTY, the amount of three hundred forty eight thousand  
9 and five hundred (\$348,500) not including the construction contingencies that represents EASTVALE's costs  
10 share for the design, construction inspection and construction activities as shown in Exhibit "B".
- 11 3. To pay within 45 days of receipt all invoices submitted by COUNTY for any extra work performed in  
12 accordance with this agreement.
- 13 4. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and approvals,  
14 as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the PROJECT.
- 15 5. To issue, at no cost to COUNTY or its consultants and contractors, upon proper application by the COUNTY  
16 or COUNTY's consultants or contractors, an encroachment permit authorizing entry onto EASTVALE's right-  
17 of-way to perform construction, survey and other investigative activities required for preparation of  
18 Environmental, PS&E, and construction of the PROJECT.
- 19 6. To provide at no cost to the PROJECT, a representative to coordinate and assist the COUNTY's Resident  
20 Engineer during the construction of the PROJECT and to verify facilities are constructed as required by this  
21 Agreement.

22 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 23 1. The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.
- 24 2. The total cost to complete construction of the PROJECT, including surveying, inspection, and materials  
25 testing is estimated to be six hundred nineteen thousand (\$619,000) not including contingencies, as shown in  
26 Exhibit "B".
- 27 3. PROJECT construction costs are anticipated to be five hundred and twenty five thousand (\$525,000), which

1 will be shared between EASTVALE and JURUPA VALLEY as shown in Exhibit "B".

2 4. In the event that adequate funds are not available to complete the PROJECT, COUNTY, EASTVALE and  
3 JURUPA VALLEY agree to meet and confer and collectively work to identify adequate funding for PROJECT.

4 5. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will  
5 automatically be vested with the jurisdiction in which the improvements reside and no further agreement will  
6 be necessary to transfer ownership.

7 6. The COUNTY shall not be responsible for any maintenance of the improvements provided by the PROJECT  
8 within EASTVALE.

9 7. In the event that the COUNTY defaults in the performance of any of its obligations under this Agreement or  
10 materially breaches any of the provisions of this Agreement, EASTVALE shall have the option to terminate  
11 this Agreement upon 90 days written notice to COUNTY.

12 8. In the event that EASTVALE defaults in the performance of any of its obligations under this Agreement or  
13 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate  
14 this Agreement upon 90 days written notice to JURUPA VALLEY.

15 9. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in  
16 addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorney's fees.

17 10. Neither EASTVALE nor any officer or employee thereof shall be responsible for any damage or liability  
18 occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with any  
19 work, authority or jurisdiction delegated to the COUNTY under this Agreement. It is further agreed that  
20 pursuant to Government Code Section 895.4, the COUNTY shall fully indemnify and hold EASTVALE  
21 harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by  
22 reason of anything done or omitted to be done by the COUNTY under or in connection with any work,  
23 authority or jurisdiction delegated to the COUNTY under this Agreement.

24 11. Neither the COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
25 occurring by reason of anything done or omitted to be done by EASTVALE under or in connection with any  
26 work, authority or jurisdiction delegated to EASTVALE under this Agreement. It is further agreed that  
27 pursuant to Government Code Section 895.4, EASTVALE shall fully indemnify and hold the COUNTY

1 harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by  
2 reason of anything done or omitted to be done by EASTVALE under or in connection with any work, authority  
3 or jurisdiction delegated to EASTVALE under this Agreement.

4 12. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third  
5 parties not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing  
6 any standard of care with respect to the maintenance of roads different from the standard of care imposed by  
7 law.

8 13. This agreement and the exhibits herein contain the entire agreement between the parties, and are intended  
9 by the parties to completely state the agreement in full. Any agreement or representation respecting the  
10 matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this  
11 agreement, is null and void.

12 14. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by  
13 both parties and no oral understanding or agreement not incorporated herein shall be binding on either party  
14 hereto.

15 15. Each provision, term, condition, covenant and/or restriction in this Agreement shall be considered severable.  
16 In the event that any provision, term, condition, covenant and/or restriction, or part thereof is declared invalid,  
17 unconstitutional or void for any reason, such provision or part thereof shall be severed from this Agreement  
18 and shall not affect the remainder of the Agreement, which shall continue in full force and effect.

19 16. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

20 17. The COUNTY and EASTVALE shall retain or cause to be retained for audit for a period of three (3) years  
21 from the date of final payment, all records and accounts relating to the PROJECT.

22 18. All notices permitted or required under this Agreement shall be deemed made when delivered to the  
23 applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise  
24 delivered to the addresses set forth below, or at such other address as the respective parties may provide in  
25 writing for this purpose:



*Limonite Avenue Resurfacing Improvements Project*

COUNTY  
Juan C. Perez  
Director of Transportation and Land  
Management  
County of Riverside • Transportation Department  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92502

EASTVALE  
George Alvarez, P.E.  
City Engineer  
City of Eastvale  
12363 Limonite Avenue, Suite 910  
Eastvale, CA 91752

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

**APPROVALS**

**COUNTY Approvals**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_ Dated: \_\_\_\_\_

JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA HARPER-IHEM

Clerk of the Board of Supervisors (SEAL)

**CITY OF EASTVALE Approvals**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_ Dated: \_\_\_\_\_

CAROL JACOBS

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

JOHN CAVANAUGH

City Attorney

APPROVAL BY CITY COUNCIL

\_\_\_\_\_ Dated: \_\_\_\_\_

JEFF DEGRANDPRE

Mayor, City of Eastvale

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

ARIEL BERRY

Assistant City Clerk

\_\_\_\_\_

**EXHIBIT B**  
**ESTIMATED PROJECT COSTS**  
**(October 17, 2012)**

<b>TASK</b>	<b>EASTVALE</b>	<b>JURUPA VALLEY</b>	<b>TOTAL</b>
Design Phase	\$28,500	\$28,500	\$57,000
Construction Management	\$35,000	\$35,000	\$70,000
Construction Survey	\$12,000	\$12,000	\$24,000
Construction	\$273,000	\$252,000	\$525,000
Construction Contingency	\$25,500	\$25,500	\$51,000
Total Cost	\$374,000	\$353,000	\$727,000

**CITY OF EASTVALE  
CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: October 24, 2012**

**SUBJECT: City Hall Holiday Closures**

**REQUESTED ACTION: That the City Council authorize the closure of the City Offices from December 24, 2012 to January 2, 2013.**

**CONTACT: Carol Jacobs, City Manager**

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**BACKGROUND:**

During the time period of December 24, 2012 to January 2, 2013, the City Hall offices will experience several holidays. These include Christmas Eve (December 24<sup>th</sup>), Christmas (December 25<sup>th</sup>) and New Year's Day (January 1<sup>st</sup>). In addition to the aforementioned holidays, there is a floating holiday available to employees, which is encouraged to be used during this period of time.

The period of time in question is the lowest productivity time in virtually every segment of society. The employees would be required to take vacation/comp time to make up for the days during the closure that are not paid holidays according to the City's personnel policies.

The City's consultants that provide Building and Safety, Planning, and Public Works will continue to provide inspections, review of plans and other related services, and will be able to be contacted by either phone or email. They have been instructed to inform the public of their schedule and procedures to contact them accordingly. Code Enforcement will be on standby during the period to address any emergency situations.

**DISCUSSION:**

The impact of the closure is minimized with the ability to have cell phones and email available to the community to contact the City Office.

The Public Information Officer will be directed to prepare a press release and include verbiage on the City's website providing the public directions on how to contact necessary City Staff during this time period.

**BUDGET (or FISCAL) IMPACT:**

None

**RECOMMENDATION:**

Staff recommends that the City Council approve the closure of City Hall from December 24, 2012 to January 2, 2013.

**CITY OF EASTVALE  
CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: October 24, 2012**

**SUBJECT: Consideration of Participation in the Western Riverside Energy Leadership Partnership (WRELP)**

**REQUESTED ACTION: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE SUPPORTING, ENDORSING AND PARTICIPATING WITH SOUTHERN CALIFORNIA EDISON, WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND ITS PARTICIPATING MEMBER CITIES IN AN ENERGY LEADERSHIP PARTNERSHIP TO BE KNOWN AS "THE WESTERN RIVERSIDE ENERGY LEADERSHIP PARTNERSHIP"**

**CONTACT: Carol Jacobs, City Manager**

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**BACKGROUND:**

The Western Riverside Energy Leadership Partnership (WRELP) is a local government partnership representing Western Riverside Council of Governments (WRCOG), its participating member cities, and Southern California Edison (SCE). The WRELP supports "energy efficiency" initiatives, policies, and construction standards in order to ensure that local communities follow and encourage sustainable practices.

**DISCUSSION:**

Local demand for electricity has grown, and it is expected that demand for electricity will continue to grow in the near future to support a growing population and economy. It makes economic sense and is good public policy to encourage energy efficiency in the Western Riverside County region and its communities. Energy efficiency programs enhance the local environment by improving air quality, reducing greenhouse gases and other pollution, and conserving natural resources. It is vital for local communities to promote investment in energy efficiency and to encourage innovations in the way they behave, build, and incorporate energy into everyday business and personal lives.

WRELP brings together WRCOG, SCE and the participating member cities in a cooperative program, the Energy Leader Partnership Program to promote energy efficiency, regional sustainability goals and collaboration. WRCOG has been identified by the participating member cities to enter into an agreement with SCE and act on their behalf as necessary to further the goals of the WRELP.

As a "Valued Partner," the Program offers the City valued partner level enhanced incentives; technical support; strategic plan support; and co-branded marketing and outreach support. As we achieve threshold criteria in City facilities, such as energy efficiency upgrades and participation in the SCE demand response program, we advance to the next tier and enhanced incentives increase.

With an initial 3% reduction in kilowatt hours (kwh) for City facilities, additional savings are realized as more projects meeting the specified criteria are completed.

**BUDGET (or FISCAL) IMPACT:**

There is no fiscal impact to the City.

**RECOMMENDATIONS:**

Approve the City's participation as a member city in the Western Riverside Energy Leadership Partnership and the Program.

**ATTACHEMENTS:**

Resolution

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RESOLUTION NO. 12-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EASTVALE  
SUPPORTING, ENDORSING AND PARTICIPATING WITH SOUTHERN CALIFORNIA  
EDISON, WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND ITS PARTICIPATING  
MEMBER CITIES IN AN ENERGY LEADERSHIP PARTNERSHIP TO BE KNOWN AS “THE  
WESTERN RIVERSIDE ENERGY LEADERSHIP PARTNERSHIP”

WHEREAS, the Western Riverside Energy Leadership Partnership (“WRELP”) (a Local Government Partnership), representing Western Riverside Council of Governments (“WRCOG”), its participating member cities, and Southern California Edison (“SCE”), supports “energy efficiency” initiatives, policies, and construction standards in order to ensure that local communities follow and encourage sustainable practices; and

WHEREAS, local demand for electricity has grown, and it is expected that demand for electricity will continue to grow in the near future to support a growing population and economy; and

WHEREAS, because citizens and businesses spend significant amounts for energy, it makes economic sense and is good public policy to encourage energy efficiency in the Western Riverside County region (“Region”) and its communities; and

WHEREAS, energy efficiency programs enhance the local environment by improving air quality, reducing greenhouse gases and other pollution, and conserving natural resources; and

WHEREAS, it is vital for local communities to promote investment in energy efficiency and to encourage innovations in the way they behave, build, and incorporate energy into everyday business and personal lives; and

WHEREAS, there is a growing movement within California communities and businesses to improve everyday practices and create more sustainable and “greener” cities; and

WHEREAS, the participating member cities of the WRELP seek to promote innovative methods and state-of-the-art technologies used in the design, construction and rehabilitation of new and existing residential and commercial buildings within the Region, in order to bring energy and natural resource consumption in line with sustainability goals; and

WHEREAS, WRCOG has been identified by the participating member cities to enter into an agreement with SCE and act on their behalf as necessary to further the goals of the WRELP; and

WHEREAS, WRELP brings together WRCOG, SCE and the participating member cities in a cooperative program, the Energy Leader Partnership Program (“Program”) to promote energy efficiency, regional sustainability goals, and collaboration; and

WHEREAS, the City Council of the City of EASTVALE (“City”) has identified the suite of programs within the proposed Program as being consistent with the WRELP members’ customer service goals; and

WHEREAS, the City Council desires to participate in the WRELP and the Program.

NOW, THEREFORE, the City Council of the City of EASVALE does hereby resolve, determine, find and order as follows:

1. The above recitations are true and correct.
2. The City Council supports the City's commitment to sustainable practices through energy efficiency, and will provide leadership and guidance in promoting, facilitating, and instituting such practices in the Region.
3. The City Council supports and endorses the WRELP and the Program as effective methods to help meet long-term regional economic and environmental goals.
4. The City Council approves the City's participation as a member city in the WRELP and the Program.
5. The City Council authorizes WRCOG to act on the City's behalf as necessary to further the WRELP's goals and objectives.
6. One (1) individual shall be designated to be the City's primary contact for both WRCOG and SCE and is authorized to act on behalf of the City in carrying out the Program. Such individual shall be designated as the "Energy Champion."
7. With the assistance of SCE, WRCOG and the WRELP, the City will identify and support implementation of the Program's community energy efficiency and sustainability goals within its own municipal facilities.
8. The City Clerk shall attest as to the adoption and execution of this Resolution and cause the same to be maintained in the permanent records of the City.

**PASSED, APPROVED AND ADOPTED** this 10<sup>th</sup> day of October, 2012.

---

Jeff DeGrandpre, Mayor

Attest:

---

Ariel Berry, Assistant City Clerk

Approved as to form:

---

John E. Cavanaugh, City Attorney



STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) §  
CITY OF EASTVALE )

I, Ariel Berry, ASSISTANT CITY CLERK OF THE CITY OF EASTVALE, DO HEREBY CERTIFY that the foregoing Resolution Number 12-49 was duly and regularly adopted by the City Council of the City of Eastvale at a REGULAR meeting held the 10<sup>th</sup> day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Assistant City Clerk, Ariel Berry

**CITY OF EASTVALE  
CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: October 24, 2012**

**SUBJECT: Administrative Policy regarding Use of City Technological Resources**

**REQUESTED ACTION: Approve Administrative Policy**

**CONTACT: Carol Jacobs, City Manager**

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**BACKGROUND:**

In order to provide a consistent set of rules and policies, City staff has developed a set of Administrative Policies to govern city operations. The purpose of the policies is to create a set of standard operating procedures for City operations.

**DISCUSSION:**

Administrative Polices provide guidance to City Council Members, Commissioners and employees regarding business practice standards. This policy is intended to protect the City's technological resources and provide guidelines for their proper use.

The proposed policy provide guidelines regarding the City's technological resources provides a mechanism for enforcement of the policy, acceptable uses of the City's resources, and how security is to be maintained. In addition, all employees, contractors and volunteers will be required to sign an acknowledgement that the policy has been provided and will be adhered to.

**BUDGET (or FISCAL) IMPACT:**

None.

**RECOMMENDATIONS:**

Approve the Administrative Policy entitled "Use of City Technological Resources".

**ATTACHEMENTS:**

Use of City Technological Resources

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<b>CITY OF EASTVALE</b> Administrative Policy	Policy No.:
<b>Subject</b>  <b>Use of City Technological Resources</b>	Effective Date:
	Page 1 of 4

**Purpose.**

The purpose of this Administrative Policy is to establish a policy and guidelines for the acceptable use and security of the City's Technology Resources.

The City of Eastvale relies on technology to conduct official business. The City has created this policy to ensure that technological resources are used properly by its employees, contractors, agents and other resource users.

The rules and obligations described in this policy apply to all "Users" of the City's Technological Resources, wherever they may be located. Violations may result in disciplinary actions, up to and including termination, and civil and/or criminal liability.

It is every user's duty to use the City's Technological responsibly, professionally, ethically, and lawfully.

**Scope.**

This policy applies to all users of Technological Resources, unless an "exception" request has been submitted to the City Manager in writing, and approved by him/her or his/her designee.

**Definitions.**

**A. Technological Resources**

Technological Resources are tools that allow access to technological devices, or are technological devices themselves that service information, access information, and the information itself. These resources include all City-provided computers and servers, desktop workstations, laptop computers, handheld computing and tracking devices, cellular and office phones, network devices such as data, voice and wireless networks, routers, switches, hubs; peripheral devices such as printers, scanners and cameras; pagers, radios, voice messaging, facsimile transmissions, copy machines, electronic communications, external network access such as the Internet; software, including packaged and internally developed applications; and all information and data stored on City equipment as well as any other equipment or communications that are considered a Technological Resource.

**B. User**

The User is defined as any person who uses a Technological Resource. This includes employees, contractors, consultants, vendors, volunteers, temporary agency employee, guests, student interns and any other person who may have access to Technological Resources.

<b>CITY OF EASTVALE</b> Administrative Policy	Policy No.:
<b>Subject</b>  <b>Use of City Technological Resources</b>	Effective Date:
	Page 2 of 4

**Policy Enforcement.**

- A. The City Manager and his or her designee shall have the primary responsibility for enforcing this Policy. The City Manager will be responsible for the establishment of policies, operating procedures and guidelines governing the technical architecture, usage, security, backup and recovery for Technological Resources.
- B. Any User who violates this policy may be subject to discipline, up to and including employment or contract termination, civil and criminal liability and removal from City premises.
- C. Any User learning of or reasonably suspecting any misuse of Technological Resources shall notify his or her supervisor, who shall notify the City Manager or his or her designee.
- D. Any user who received communication or messaging that he or she reasonably suspecting may be considered offensive, disruptive, harassing, defamatory or threatening towards the City, any user, or any third party shall advise his or her supervisor, who shall notify the City Manager or his or her designee.
- E. The absence of written policies, procedures, standards, or guidelines governing a specific issue does not relieve the user from the responsibility for the acceptable use and security of City provided Technological Resources.
- F. Authorization for access to Technological Resources must comply with criteria, reviewed and approved by the City Manager or his or her designee.
- G. All Technological Resource Users must complete and submit a "User Acknowledgement Form" (Exhibit A). Existing employees shall complete and submit the form within 30 days of implementation. New Users shall complete and submit the form before access is granted to Technological Resources.

**Acceptable Use.**

- A. The City is the sole owner and may monitor and disclose contents and usage at any time of any Technological Resource provided to users. There is no reasonable expectation of privacy in the use of any Technological Resource.
- B. Users are responsible for the acceptable use and security of Technological Resources designated for their use, even if another group, division, or agency has been subcontracted to provide the support for these resources. Furthermore, if Technological Resources are sold or released while in the possession of a user, the users may be subject to discipline, up to and including employment or contract termination, civil and/or criminal liability and removal from City premises.
- C. Technological Resources shall be used for official City Business. Technological

<b>CITY OF EASTVALE</b> Administrative Policy	Policy No.:
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Resources may also be used for incidental personal use, so long as such use does not result in a significant monetary expenditure to the City or involve the expenditure of a significant amount of time by the user away from his or her job duties. Supervisory personnel are responsible for limiting personal use of Technological Resources.

- D. Abuse of this policy may subject the user to discipline, up to and including employment or contract termination and removal from City premises. In determining whether to impose discipline, the following factors will be taken into account:
  - 1. Whether the use interferes with the user's or any other user's job duties or routine business activities
  - 2. Whether the use results in significant expense to the City
  - 3. Whether the use is for illegal practices, personal financial profit, outside employment, or user's promotional activities
  - 4. Whether the use compromises any other City policies.
  
- E. Technological Resources must not be used for or contain any material that may reasonably be considered offensive, disruptive, harassing, defamatory or threatening towards the City, any user, or any third party. Furthermore, users are prohibited from engaging in any internal or external communications using Technological Resources that refer to violence, racism, sexism, drugs, illegal conduct, pornography, gambling, betting, or other subjects that would be offensive to a reasonable adult in the work environment. Nothing in this section shall be construed to preclude any use that is objectively reasonably necessary for the performance of an employee's job responsibilities.
  
- F. Any Technological Resources assigned to or in the possession of a user must be returned to the City when City Management determines that the use of those resources is no longer required to conduct official City business.
  
- G. Technological Resources that are for the purpose of external contact by the general public shall be reviewed and approved in writing by management of the department or organization submitting the information for public access.

**General Security.**

- A. Technological Resource users are responsible for the protection and security of Technological Resources. Technological Resources should be protected, to the extent reasonably possible, from misuse, including, but not limited to: theft, unauthorized access and data transfers, fraudulent manipulation or alteration of data, attempts to circumvent the security controls and any activity that could compromise the integrity or availability of data.

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- B. Users shall not violate software license agreements or any other contractual terms and conditions of using Technological Resources regardless of whether harm is intended.
- C. Users are prohibited from introducing any unauthorized Technological Resources into the City's environment or infrastructure. Furthermore, the introduction of any Technological Resources that could disrupt any operations is prohibited.
- D. Technological Resources must be free of viral infections. Virus detection devices and tools must be installed and kept up-to-date on appropriate Technological Resources. Furthermore, any external Technological Resources introduced into the environment must be scanned or reviewed for any threats before entering into the environment.

DRAFT

## EXHIBIT A – USER ACKNOWLEDGEMENT

A signed paper copy of this form must be submitted, as indicated in this policy, for authorization of a new user-ID and/or access to any Technological Resources. An electronic acknowledgment must be completed for authorization of a change in privileges associated with an existing user-ID, or periodic reauthorization of an existing user-ID. The City will not accept modification to the terms and conditions of this agreement.

User Name (Printed):

User's Department:

User's Business Telephone Number:

User's Business Address:

I, the user, agree to take all reasonable precautions to assure the City's internal information, or information that has been entrusted to the City by third parties (such as customers), will not be disclosed to unauthorized persons unless required by law. At the end of my employment, appointment, or contract, with the City, I agree to return to the City all Technological Resources to which I have had access in order to do my job. I understand that I am not authorized to use any Technological Resources for non-employment related purposes, nor am I at liberty to provide any Technological Resource to third parties without the express written consent of the City Manager and/or designee.

I have access to a copy of the City's Technological Resources Policy. I have read and understand this policy and its relationship to my job. I understand and agree that violation of the City's Technological Resource Policy may be grounds for discipline up to and including termination of my employment, and I agree to abide by the Policy as a condition of my employment. I understand that written Technological Resource Policies will be established for Technological Resources, in conjunction with this policy, and that the written policies will be made available to all employees. I understand and agree that it is my responsibility to read the policies and all updates as they become available, and I agree to be bound by and adhere to those policies. I understand that non-compliance may be cause for system privilege revocation, disciplinary action up to and including termination, as well as criminal or civil penalties.

I also agree to promptly report all violations or suspected violations of the Technological Resources Policy to my supervisor, who shall notify the City Manager or his or her designee.

User Signature:

Date:

**CITY OF EASTVALE  
CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: October 24, 2012**

**SUBJECT: Administrative Policy regarding Electronic Communications**

**REQUESTED ACTION: Approve Administrative Policy**

**CONTACT: Carol Jacobs, City Manager**

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**BACKGROUND:**

In order to provide a consistent set of rules and policies, City staff has developed a set of Administrative Policies to govern city operations. The purpose of the policies is to create a set of standard operating procedures for City operations.

**DISCUSSION:**

Administrative Polices provide guidance to City Council Members, Commissioners and employees regarding business practice standards. This policy is intended to protect the City and its image in relation to electronic communication.

The proposed policy provide guidelines regarding who will receive City email addresses, email to be utilized only for city business, electronic communications between Council members, Commissioners, the public, during public meetings, and how confidential information is to be treated.

In addition, the policy addresses the City's email retention policy and the Public Records Act as it pertains to electronic information.

**BUDGET (or FISCAL) IMPACT:**

None.

**RECOMMENDATIONS:**

Approve the Administrative Policy entitled "Electronic Communications Policy".

**ATTACHEMENTS:**

Electronic Communications Policy

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**Purpose.**

Use of electronic media is necessary and useful for City Council, Commission Members and employees in order to improve communication and efficiently perform their City duties. The purpose of this policy is to insure the proper use of the City's electronic media and to set out the policy the City Council and Commission members will follow when using electronic media and the City's electronic communication system. This policy will also insure that use of City electronic media complies with applicable law, including the Public Records Act and the Brown Act. This policy is applicable to all City Council members, Commissioners and employees.

**Definitions.**

A. City Electronic Communication System

City-owned devices or products designed to electronically process, transmit, or store information such as computers, phones, cell and smart phones, printers, modems, data files and e-mail.

B. User

A Council Member, Commissioner or employee who uses the City's electronic communication system.

C. E-Communication

Electronic text or visual communication and attachments distributed via e-mails, websites, instant messaging, text messaging, twitter or comparable services.

D. Electronic Media

A method for processing or transmitting information in electronic form, including E-Communication, software programs and the Internet.

**General Procedures.**

A. Procedure for Electronic Communications

All Council Members, Commissioners and employees will be issued accounts for use of City electronic media for E-Communication on City business. E-Communication by nature represents and reflects upon the City's public image and integrity. Users should insure that their messages are respectful, professional, and are consistent with City policies. E-Communication should be written or otherwise presented in the same professional and respectful manner as paper communications. The City's Electronic Communication System shall be used only for City business.

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**B. No use of Personal E-Communication**

Users shall not use their home or business E-Communication accounts or addresses for any communication pertaining to City business. When using E-Communication, users should communicate with the public and staff solely via their designated City E-Communication addresses. Users shall not commingle E-Communication pertaining to City business with E-Communication pertaining to their home or business.

**C. Electronic Communications between Council Members or Commissioner Concerning City Business**

Communications from a Council Member to more than one other Council Member concerning City business, or a Commissioner to more than one other Commissioner concerning Commission business, should be “one-way” and marked “For Information Only – Do Not Reply”.

**D. Electronic Communication by a Quorum of the Council and Commission or Council and Commission Standing Committee**

A majority of the members of the Council or a Commission shall not send or exchange facts about or engage in discussions regarding City issues via E-Communication, including chat rooms, news groups, online forums, weblogs, twitter feeds or list-serves (collectively referred to as “Internet Forums”).

**E. Electronic Communications from the Public**

The public may electronically communicate with the Council Commission and employees through email addresses listed on the City’s website

**F. City Electronic Communications with the Public**

City Staff will post official information on upcoming and prior City Council meetings, workshops and events on the City Website. Council and Commission agendas and minutes will be posted for the current and prior calendar year. Additional materials may be posted at the discretion of the City Manager or Manager’s designee.

**G. Use of E-Communication During Meetings**

City Council Members shall not use E-Communication at any time during a meeting of the City Council at which he or she is in attendance. No Commissioner may use E-Communication at any time during a meeting of the Commission of which he or she is a member at which he or she is in attendance. The foregoing limitation shall not apply to receipt of telephone calls or text messages from family members in the event of an urgent family matter; a Council Member or Commissioner who wishes to respond to such a message during the meeting shall do so during a recess or shall

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excuse him or herself from the meeting to place the return call or text in a manner that does not disrupt the meeting.

H. City Participation in Internet Forums

The City will not answer questions or respond to comments made in Internet Forums. The City will respond to such questions on its website if the questions are deemed important by the City. If a Council and/or Commission Member desires staff to prepare a response to a question or comment received by E-Communication or made in an Internet Forum, the Council and/or Commission member may forward the question or comment to the City Manager and request that staff prepare an appropriate response in a reasonable period of time. If preparation of a response will require significant staff time to research or draft the response, an interim response to the questioner or commenter will be sent as soon as possible acknowledging receipt of the inquiry and informing the sender that a response is being prepared.

**Specific Procedures.**

A. Retention of E-Mail

The City electronically archives E-Communications in accordance with the City's Records Retention Schedule. E-Communications that constitute preliminary drafts, notes, or intra-agency or interagency memoranda that are not retained by the City in the ordinary course of business are not required to be archived and should be deleted prior to regularly scheduled archiving. The City Clerk and City Attorney are available to assist users in determining how to address questions concerning the application of these procedures.

B. Public Records Act

City records, whether paper or electronic, are governed by the public disclosure requirements of the Public Records Act. Disclosure may be required regardless of who sends or receives a communication or document. In the event that the City receives a request for disclosure of City Records that includes E-Communications, the person responsible for the requested records must use his or her best efforts to preserve all City E-Communications covered by the request until the responsive E-Communications have been identified. Requests for disclosure of any City records applicable to E-Communication or other electronic records of any user subject to this policy shall be submitted to the City Clerk.

C. Confidentiality

1. California Law requires that certain information be treated as confidential and not be distributed to others inside or outside the City who do not have authorization to view such information. Council Members or Commissioners may occasionally receive confidential electronic information. Some examples of confidential

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information are: personnel records, internal investigations, information relating to litigation or potential litigation, attorney-client communication, information relating to labor negotiations, or information relating to confidential real estate negotiations. When Council and Commission Members receive confidential information, it should be marked "Confidential Information" so that Council and Commission Members are alerted to the nature of the information.

2. Confidential information should not be sent or forwarded to individuals or entities no authorized to receive that information and should not be sent or forwarded to City employees not authorized to view such information.
3. Council and Commission members shall exercise caution in sending confidential information by E-Communication as compared to written memoranda, letters or phone calls, because of the ease with which such information can lose confidentiality by inadvertent or intentional diversion or re-transmission by others.
4. The City Attorney should be contacted concerning any questions about whether a communication is confidential.

**CITY OF EASTVALE  
CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: October 24, 2012**

**SUBJECT: Administrative Policy Regarding Reimbursement of Expenses Incurred for Official City Business by Elected or Appointed Officials and Employees**

**REQUESTED ACTION: Approve Administrative Policy**

**CONTACT: Carol Jacobs, City Manager**

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**BACKGROUND:**

In order to provide a consistent set of rules and policies, City staff has developed a set of Administrative Policies to govern city operations. The purpose of the policies is to create a set of standard operating procedures for City operations.

The City Council at its meeting of September 24, 2012 requested that staff develop a policy for reimbursement of city incurred expenses.

**DISCUSSION:**

Administrative Policies provide guidance to City Council Members, Commissioners and employees regarding business practice standards. This policy identifies acceptable costs to be reimbursed for city expenses.

The proposed policy provides guidelines regarding what is an acceptable reimbursement of costs related to expenses incurred for official city business.

**BUDGET (or FISCAL) IMPACT:**

None.

**RECOMMENDATIONS:**

Approve the Administrative Policy entitled "Reimbursement of Expenses Incurred for Official City Business by Elected or Appointed Officials And Employees."

**ATTACHEMENTS:**

Reimbursement of Expenses Incurred for Official City Business by Elected or Appointed Officials And Employees.

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<b>CITY OF EASTVALE</b> <b>City Council Policy</b>	Policy Number:
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**PURPOSE**

The purpose of this policy is to define and clarify authorized reimbursable expenses in accordance with California Government Code Section 53232 et seq. It includes travel, business meals, lodging, conference expenses and other related expenditures incurred while conducting City business and to establish procedures for authorization and reimbursement of such expenses.

**BACKGROUND**

This policy is adopted under the legal requirements of AB 1234, signed by the Governor on October 7, 2005.

**POLICY**

This policy is applicable to the City Council, and all Commissions, Committees, Boards and Agencies, (hereafter "Agencies") of the City that are subject to the Brown Act. This Policy is also applicable to City Employees.

It is the policy of the City that no Member or Employee shall sustain personal monetary loss as a result of duties performed in the service of the City. However, all expenditures and requests for reimbursement shall logically relate to the conduct of City business and shall be "necessary" to accomplish the purposes of such business and shall be "reasonable" in amount.

In accordance with Government Code Section 53232.2(f), all expenses that do not fall within the adopted reimbursement policy must be approved for Members, by the City Council in a public meeting, and for Employees, by the City Manager, before the expense is incurred.

**1. Definitions**

For the purpose of this Policy, the following definitions will be used:

- Elected Officials - those individuals elected by the citizens to office.

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- Appointed Officials - members of all City of Eastvale Commissions, Boards and Agencies appointed and subject to the Brown Act.
- Agency - the City Council, and all City of Eastvale Commissions, Boards and Agencies.
- Member - any elected or appointed official subject to this Policy.
- Employee – an individual employed directly and solely by the City, excluding independent contractors, subcontractors, and other persons performing work on behalf of the City but self-employed or employed by other persons, corporations or entities.
- Reimbursable expense – expenses incurred and paid for by Members and Employees pursuant to this Policy.

**2. Specific Occurrences Qualifying for Reimbursement of Expenses Incurred in Official City Business**

Government Code Section 53232.2(b) requires the City to specify the types of occurrences that qualify a Member or Employee to receive reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses. Accordingly, the following list contains only those expense classifications for determining expenses authorized to be expended for official City business, including travel and related expenses. Members and Employees are expected to exercise good judgment and show proper regard for economy when incurring expenses in connection with official City business. The principle of "reasonable and necessary" should be used when deciding to expend taxpayer money.

- Conferences, training, and educational trips, including visiting other governments to discuss and observe best practices.
- Business-related trips where a benefit to the City can be defined.

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### **3. Transportation, Meals and Other Reimbursement**

#### Transportation

##### Airline Travel

Domestic Air - All Members and Employees shall utilize coach or tourist class accommodations when traveling within the continental United States by commercial airline. Reservations, where possible, should be made at least 14 days in advance to take advantage of all available discounts. Travel should be arranged through the City charged on a City credit card or, when necessary, charged on a personal credit card. Personal credit card purchases will be reimbursed only for the actual round-trip fare and only after the trip. Members and Employees may, at their own expense, pay to upgrade their airline accommodations.

##### Private Automobile

Members and Employees will be reimbursed for actual mileage, for the use of their private cars in travel to and from designated place(s) on City business outside the City. The reimbursement rate will be at the current Internal Revenue Service rate. Members and Employees will be reimbursed for total round-trip miles.

##### Garage and Parking Expenses

Expenses for necessary parking and storage of private or City vehicles may be authorized. Receipts should be provided to obtain reimbursement.

##### Vehicle Rentals, Taxi, and Transit Fare

Out of town expenses for such transportation may be authorized where reasonable and necessary to conduct City business. Receipts must be provided to obtain reimbursement. When vehicle rental is chosen over



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taxi or shuttle service, there should be a business reason or economic benefit to support the rental decision.

Rental car used as the primary source of transportation from a Member or Employee’s home to and from the destination is considered a personal vehicle and will be reimbursed actual expenses not to exceed mileage allowance.

Lodging

Expenses will be allowed for adequate lodging. Price is an issue in selecting “adequate lodging”. Prudence and good stewardship should be used when selecting a hotel. Itemized receipts for lodging must be provided to obtain reimbursement. Lodging in connection with a conference or event held in a hotel qualifies as adequate lodging for purposes of this Policy. However, if lodging at the event hotel is not available, lodging is then limited to the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available at the time of booking. If the group rate is not available, the Member or Employee shall use comparable lodging that is consistent with the requirements of this Policy.

Lodging expenses are limited to the cost of the room plus related taxes and will be reimbursed after the stay. Advance room deposits may be made directly to the hotel. However, in such instances, the advance deposit **MUST** appear on the Travel Reimbursement Request form as such. Personal expenses incurred at the hotel, such as movies, laundry, and internet services are not reimbursable.

Local lodging, defined as within 50 miles from City Hall, will not be reimbursed without prior approval by the City Council, or in the case of an Employee, by the City Manager. Specific events that may qualify for approval include being a conference presenter before 9 a.m., or an early morning start following a meeting/function the night before that ends after 9 p.m.

When lodging expenses are incurred, no mileage expenses to and from a Member or Employee’s home will be reimbursed.

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Out of Town Meals

Reasonable and customary expenses for meals are authorized for Members and Employees as required to conduct official City duties. Members and Employees traveling on City business shall be entitled to reimbursement of expenses incurred for necessary meals not to exceed breakfast, lunch, and dinner in any one day. The maximum that will be reimbursed for meals in one day is \$60, including gratuity. This sum can be split among meals as desired and should be reduced accordingly for business taking less than a full business day. Alcohol will not be reimbursed for Members or Employees. When meals are included in the cost of an event, meal expenses incurred outside of the event will not be reimbursed without City Council approval.

General Business Meals

Members and Employees who, during the normal course of performing their duties, must provide meals for representatives of other governmental agencies or other persons doing business with the City in order to most effectively execute their responsibilities are authorized to exceed the meal allowance, but must use prudent judgment and are subject to challenge for excessive amounts. In such cases, the meal must be documented with a description of the purpose of the meal(s), including an explanation of its necessity to the City; and a list of all persons, including other Members or Employees who were in attendance, specifying their organization and/or title. Expenses for persons not related to the conduct of City business shall not qualify as a reimbursable expense under this Policy.

Tips and Gratuities

Reasonable expenses for tips are allowable for meals (as limited above), hotel, and transportation purposes, with or without a receipt.

Registration Fees

Convention or meeting registration fees qualify for reimbursement. The City may pre-pay conference registrations prior to the date of the event. In cases where early

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registration is not possible, a receipt or registration form documenting the fee must be provided with the reimbursement request. In all cases, a brochure or registration document must accompany the payment voucher or petty cash voucher.

No Shows and Late Cancellation

This section addresses situations where a Member or Employee fails to attend a conference or general business meeting, after incurring expenses for that event. Such expenses may include conference fees, prepaid hotel charges, and airline charges. If a Member or Employee is unable to attend a planned trip, including a conference or general business meeting, it is the Member or Employee's responsibility to ensure that any prepaid fees are refunded to the City. For any fees not fully refunded, the Member or Employee shall attach a written explanation to the Travel Reimbursement Request form addressing the reason(s) the Member or Employee was unable to attend.

Cell Phones and Related Cell Phone Charges

The use of Cell Phones and Related Cell Phone Charges are both widely available and utilized by all Members and Employees; consequently, it is difficult to identify those Cell Phone Charges which may be considered an expense incurred in the Member or Employee's official City business. Therefore, all Cell Phone charges are not authorized reimbursable expenses under this Policy.

**4. Procedures for Reimbursement of Expenses**

Members and Employees shall submit Expense Reports within 30 days after incurring the expense, and the reports shall be accompanied by the receipts documenting each expense. Required documentation may include, but is not limited to:

- Credit card slip or meal receipt.
- Hotel receipt.
- Conference brochure.
- Meeting agenda.
- Statement of trip or meeting purpose.
- Other attendees at a meal or meeting.

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The reason for the expenses should be clearly documented on the Expense Report or in the attached documents, if not otherwise obvious.

Public Trip Meeting Report:

In accordance with Government Code Section 53232.3(d), a Member requesting reimbursement shall provide a brief report on meetings attended at the expense of the local Agency at the next regular meeting of the Agency. Routine business meetings may be reported in writing on the consent calendar of the agenda.