



CITY OF CANYON LAKE

City Hall

31516 Railroad Canyon Road

Canyon Lake, CA 92587

www.canyonlakeca.gov

Mayor Kasey Castillo
Mayor Pro Tem Jeremy Smith
Council Member Jennifer Dain
Council Member Larry Greene
Council Member Dale Welty

City Manager Chris Mann
City Attorney Steven Graham
City Clerk Ana V. Sauseda, CMC

AGENDA

Regular Meeting of the Canyon Lake City Council

Monday, December 6, 2021

Closed Session 5:30 P.M. – City Hall Administration Office – 31526 Railroad Canyon Road, Suite 5

Open Session 6:30 P.M. – City Hall Council Chamber – 31516 Railroad Canyon Road

CLOSED SESSION – 5:30 P.M.

CLOSED SESSION CALLED TO ORDER

ROLL CALL

PUBLIC COMMENT

LIMIT 3 MINUTES

Any person wishing to address the City Council on any matter within the jurisdiction of the City, whether or not it appears on this agenda, is asked to complete a "Speaker Request Form" available on the back counter. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. The City Council has adopted a time limitation of three (3) minutes per person. If you are commenting on the agenda item, your comments will be heard at the time that particular item is scheduled on the agenda. Please note that if you are addressing the City Council on items NOT on the agenda, the Brown Act does not allow discussion of such items. Therefore, the City Council may only do the following: refer the matter to staff, ask for additional information or request a report back, or give a very limited factual response.

Members of the public may submit comments electronically by sending an email to PublicComment@canyonlakeca.gov. Comments submitted electronically will be provided to the City Council and included in the official record but will not be read aloud during the meeting.

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8

Property: APN 349-290-008

Agency Negotiator: City Manager

Negotiating Parties: Jim Kipp

Under Negotiation: Price and Terms of Payment

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 - 1 case

OPEN SESSION - 6:30 P.M.

OPEN SESSION CALLED TO ORDER

INVOCATION

FLAG SALUTE

ROLL CALL

CLOSED SESSION REPORT

APPROVAL OF CITY COUNCIL AGENDA

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Citizen of the Month
- Presentation to Captain Carter
- Swearing-in & Badge Pinning Ceremony – Canyon Lake Fire Personnel

CITY COUNCIL REORGANIZATION

- Selection of Mayor
- Selection of Mayor Pro Tem

RECESS

COMMUNITY REPORTS - LIMIT 3 MINUTES

- Elsinore Valley Municipal Water District Update – Vice President Darcy Burke
- Canyon Lake Property Owners Association Update – President Joe Kamashian
- Chamber of Commerce Update – President Jeanne O'Dell

PUBLIC SAFETY UPDATE

- ❖ Sheriff's Department
- ❖ Fire Department
- ❖ Code Enforcement

PUBLIC COMMENT

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CONSENT CALENDAR

All items listed on the Consent Calendar are considered to be routine matters, status reports or documents covering previous City Council action. The items listed on the Consent Calendar may be enacted in one motion. With the concurrence of the City Council, a Council Member may request that an item be removed for further discussion. Staff recommends approval of all items.

- (1) Waive Full Reading, Read all Ordinances by Title Only
- (2) Resolution – Adoption of Resolution No. 2021-69 Approving Claims and Demands of the City
- (3) Resolution – Adoption of Resolution No. 2021-70, Setting the 2022 Calendar Year Schedule for City Council Meetings and Various Other Important Dates
- (4) Resolution – Adoption of Resolution No. 2021-79, Authorizing a Budget Adjustment in the Amount of \$4,000 for NPDES Services

PULLED CONSENT CALENDAR ITEMS

PUBLIC HEARING

- (5) Resolution – Adoption of Resolution No. 2021-71, Adopting the Canyon Lake Fire Department Deposit Based Fee Schedule for Fire Prevention Plan Review, Plan Checks and Inspections

BUSINESS ITEMS

- (6) Committee Assignments – 2022 Committee & Agency Assignments
- (7) Resolution – Adoption of Resolution No. 2021-72 Awarding a Contract to Cotter Construction for the ADA Improvements Project BID No. 2021-03
- (8) Resolution – Adoption of Resolution No. 2021-73, Authorizing the City Manager to execute an Agreement with the County of Riverside to become an Advanced Life Support (ALS) First Responder
- (9) Resolution – Adoption of Resolution No. 2021-74, Authorizing the City Manager to Enter into a Professional Services Agreement with Dan Satir, R.N., to Serve as the Nurse Educator for the City's Fire Department
- (10) Resolutions – Adoption of Resolutions Approving Fire Department Mutual Aid Agreements with Various Entities Within Riverside County
 - Resolution No. 2021-75, authorizing the City Manager to execute an Agreement with the City of Corona for Mutual Aid for Fire Protection and Rescue Services
 - Resolution No. 2021-76, authorizing the City Manager to execute an Agreement with the Pechanga Band of Luiseño Indians for Mutual Aid for Fire Protection and Rescue Services
- (11) Resolution – Adoption of Resolution No. 2021-77 authorizing the City Manager to execute an Automatic Aid Agreement with the Idyllwild Fire Protection District for Fire and Emergency Services

- (12) Resolution – Adoption of Resolution No. 2021-78 Authorizing the City Manager to Execute an Automatic Aid Agreement for Fire and Emergency Services with the County of Riverside/Cal Fire
- (13) Fire Department Startup Update – Presentation by Fire Chief Jeff LaTendresse

CITY MANAGER COMMENTS

COMMITTEE AND COUNCIL REPORTS/COMMENTS

ANNOUNCEMENTS

The next regular meeting will be **Wednesday, January 12, 2022, at 5:00 for Closed Session & 6:30 p.m. for Open Session**

ADJOURNMENT

VISION STATEMENT

The vision of the City of Canyon Lake is to be a City that provides a quality of life that makes Canyon Lake the premier place to live in Southern California.

ATTENTION RESIDENTS:

Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.canyonlakeca.gov once the agenda has been publicly posted. Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting. It is the intention of the City of Canyon Lake to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or participant at this meeting, you will need special assistance beyond what is normally provided, the City of Canyon Lake will attempt to accommodate you in every reasonable manner. Please contact Ana V. Sauseda, City Clerk, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

December 6, 2021 City Council Meeting

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } SS. AFFIDAVIT OF POSTING
CITY OF CANYON LAKE }

I, Ana V. Sauseda, being duly sworn, depose and say that I am the duly appointed and qualified City Clerk of the City of Canyon Lake and that on December 3, 2021 before the hour of 5:00 p.m., I caused the above notice to be posted as required by Resolution 2019-42 of the City Council of the City of Canyon Lake.

Ana V. Sauseda, CMC
City Clerk



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Kayla Lozano, Accountant

DATE: December 6, 2021

SUBJECT: Adoption of Resolution No. 2021-69, Allowing Certain Claims and Demands as Set Forth in Exhibit A

Recommendation

That the City Council adopt Resolution No. 2021-69, allowing certain claims and demands as set forth in Exhibit A.

Background

All claims and demands are reported and summarized for review and approval by the City Council on a routine basis at each City Council meeting. The attached claims represent the paid claims and demands since the City Council meeting of November 3, 2021.

Fiscal Impact

All claims and demands are paid from appropriated funds or authorized resources of the City and have been recorded in accordance with the City's policies.

Attachments

1. Resolution No. 2021-69

ATTACHMENT 1

RESOLUTION NO. 2021-69

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA,
ALLOWING CERTAIN CLAIMS AND DEMANDS AS SET FORTH IN EXHIBIT A**

WHEREAS, the Finance & Planning Committee of the City of Canyon Lake reviewed Exhibit A at their regularly scheduled meeting on December 6, 2021; and

WHEREAS, Exhibit A was presented at the regular meeting of the City Council on December 6, 2021, at which all present, were given an opportunity to comment.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES RESOLVE AS
FOLLOWS:**

Demands are approved as shown on the Demand\Warrant Register of December 6th, in the amount of \$1,261,600.68 as follows:

Payroll Earnings (Gross)	\$ 85,538.04	(2nd Half of October & 1st Half of November)
Payroll Taxes - Employer	1,515.39	(2nd Half of October & 1st Half of November)
On-line Retirement	10,289.58	(2nd Half of October & 1st Half of November)
On-line Health	5,382.94	(For the Month of November)
Nationwide Deferred Comp.	2,687.71	(For the Month of October)
General	1,156,187.02	
TOTAL	<u>\$ 1,261,600.68</u>	

PASSED, APPROVED AND ADOPTED this 6th day of December, 2021.

Kasey Castillo, Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

Exhibit A

Claims and Demands

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
27103	11/3/2021	Aflac	Supplemental Insurance for October 2021	748.54	10	GENERAL
Total 27103	11/3/2021			748.54		
27104	11/3/2021	AMP GLOBAL LLC	Rent for Admin 31526 Railroad Cyn. Rd. Ste. #4 December 2021	412.00	10	GENERAL
Total 27104	11/3/2021			412.00		
27105	11/3/2021	AMP GLOBAL LLC	Rent for Admin Bldg. for the month of December 2021	2,834.00	10	GENERAL
Total 27105	11/3/2021			2,834.00		
27106	11/3/2021	ANIMAL FRIENDS OF THE VALLEYS	Animal Control Services for August & September 2021	7,000.00	10	GENERAL
Total 27106	11/3/2021			7,000.00		
27107	11/3/2021	Bill Blankenship	Economic Development Consulting October 2021	2,500.00	10	GENERAL
Total 27107	11/3/2021			2,500.00		
27108	11/3/2021	CANYON LAKE PEST CONTROL, Steven E. Young	City Hall Admin General Pest, 10/20/2021	55.00	10	GENERAL
27108	11/3/2021	CANYON LAKE PEST CONTROL, Steven E. Young	Monthly Pest Control for Fire Station, August 2021	40.00	10	GENERAL
27108	11/3/2021	CANYON LAKE PEST CONTROL, Steven E. Young	Monthly Pest Control for Fire Station, September 2021	40.00	10	GENERAL
27108	11/3/2021	CANYON LAKE PEST CONTROL, Steven E. Young	Quarterly Pest Control P.O. #10-016, 8/13/21	90.00	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 27108	11/3/2021			225.00		
27109	11/3/2021	Cole Huber LLP	Attorney Services Beck v.City(Writ of Mandate) July 2021	200.00	10	GENERAL
27109	6/30/2021	Cole Huber LLP	Attorney Services for Beck v.City(Writ of Mandate) June 2021	2,734.90	10	GENERAL
27109	11/3/2021	Cole Huber LLP	Attorney Services for Code (23822 Canyon Lake Dr.) July 2021	520.00	10	GENERAL
27109	6/30/2021	Cole Huber LLP	Attorney Services for Code(23822 Canyon Lake Dr.) June 2021	1,320.00	10	GENERAL
27109	11/3/2021	Cole Huber LLP	Attorney Services for July 2021	7,255.00	10	GENERAL
27109	6/30/2021	Cole Huber LLP	Attorney Services for June 2021	6,475.00	10	GENERAL
Total 27109	11/3/2021			18,504.90		
27110	11/3/2021	Corelogic Information Solutions, INC.	Database for Code Enforcement, September 2021	134.21	10	GENERAL
Total 27110	11/3/2021			134.21		
27111	11/3/2021	CR&R	Refuse FY 20-21 CY Sec SS2	596,386.44	50	AGENCY
Total 27111	11/3/2021			596,386.44		
27112	11/3/2021	L.N. Curtis and Sons	Structure Fire Protective Hoods for Fire Dept., 10/26/2021	2,238.18	10	GENERAL
27112	11/3/2021	L.N. Curtis and Sons	Swift Water Rescue Throw Bags for Fire Dept., 10/18/2021	747.35	10	GENERAL
27112	11/3/2021	L.N. Curtis and Sons	Swift Water Rescure Gear for Fire Department, 10/25/2021	1,008.54	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 27112	11/3/2021			3,994.07		
27113	11/3/2021	Jennifer Dain	Auto Allowance for the month of November 2021 - Dain	100.00	10	GENERAL
Total 27113	11/3/2021			100.00		
27114	11/3/2021	DATA TICKET	Citation Processing (1035), Code Enforcement September 2021	266.00	10	GENERAL
27114	11/3/2021	DATA TICKET	Monthly EMS Response Fee (1241), September 2021	100.00	10	GENERAL
27114	11/3/2021	DATA TICKET	Parking Citations (0506) September 2021	100.00	10	GENERAL
Total 27114	11/3/2021			466.00		
27115	11/3/2021	JARCO ROOFING AND SOLAR	Patched New AC Unit & Hauled Away Debris at 31542 RRCR,10/22	295.00	60	ENTERPR... FUND
Total 27115	11/3/2021			295.00		
27116	11/3/2021	Jeremy Smith	Auto Allowance for the month of November 2021 - Smith	100.00	10	GENERAL
Total 27116	11/3/2021			100.00		
27117	11/3/2021	JK Catering	Donuts and Coffee for Veterans Day Event, 9/2/2021	1,196.25	10	GENERAL
Total 27117	11/3/2021			1,196.25		
27118	11/3/2021	Kasey Castillo	Auto Allowance for the month of November 2021 - Castillo	100.00	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 27118	11/3/2021			100.00		
27119	11/3/2021	Kansas City Life Group Benefits	Life Insurance for Employee's 11/15/21 to 12/14/21	277.26	10	GENERAL
Total 27119	11/3/2021			277.26		
27120	11/3/2021	Larry Greene	Auto Allowance for the month of November 2021 - Greene	100.00	10	GENERAL
Total 27120	11/3/2021			100.00		
27121	11/3/2021	Jeff LaTendresse	Reimb. for Lunch - Oran Interview w/BC for Fire Dept., 9/28	44.74	10	GENERAL
Total 27121	11/3/2021			44.74		
27122	11/3/2021	Life-Assist, Inc.	Medical Supplies for Fire Department, 10/21/21	246.70	10	GENERAL
27122	11/3/2021	Life-Assist, Inc.	Medical Supplies for Fire Department, 10/22/2021	2,315.19	10	GENERAL
27122	11/3/2021	Life-Assist, Inc.	Medical Supplies for Fire Department, 10/22/21	8,108.64	10	GENERAL
27122	11/3/2021	Life-Assist, Inc.	Medical Supplies for Fire Department, 10/26/21	1,534.68	10	GENERAL
27122	11/3/2021	Life-Assist, Inc.	Medical Supplies for Fire Department, 10/27/21	2.16	10	GENERAL
27122	11/3/2021	Life-Assist, Inc.	Medical Supplies for Fire Department, 10/28/2021	581.36	10	GENERAL
27122	11/3/2021	Life-Assist, Inc.	Medical Supplies for Fire Station, 10/28/2021	99.52	10	GENERAL
Total 27122	11/3/2021			12,888.25		
27123	11/3/2021	Rogers, Anderson, Malody & Scott, LLP	Accounting Services for the month of September 2021	6,142.50	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 27123	11/3/2021			6,142.50		
27124	11/3/2021	COUNTY OF RIVERSIDE-TLMA	SLF Costs for September 2021	1,721.85	20	GAS TAX
Total 27124	11/3/2021			1,721.85		
27125	11/3/2021	Riverside County Treasurer - Tax Collector	FY 21-22 Property Taxes for 31542 RRRCR 1st Installment	1,273.00	60	ENTERPR... FUND
Total 27125	11/3/2021			1,273.00		
27126	11/3/2021	STAPLES	General Office Supplies, 10/25/21	1,029.47	10	GENERAL
Total 27126	11/3/2021			1,029.47		
27127	11/3/2021	STATE COMP. INS. FUND	Workers Comp Insurance for November 2021	919.25	10	GENERAL
Total 27127	11/3/2021			919.25		
27128	11/3/2021	The Code Group, Inc.	Plan Check Services for Building & Safety 8/29/21 to 10/2/21	9,903.55	10	GENERAL
Total 27128	11/3/2021			9,903.55		
27129	11/3/2021	Time Warner Cable	Digital Converter for City Hall, 10/22/21 to 11/21/21	5.53	10	GENERAL
Total 27129	11/3/2021			5.53		
27130	11/3/2021	Toshiba America Business Solutions	Color & Black/White Monthly Copy Costs 9/26/21 to 10/25/21	721.92	10	GENERAL
Total 27130	11/3/2021			721.92		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
27131	11/3/2021	TRI LAKE CONSULTANTS, INC.	Engineering Services for August 2021 (SB-1 Gas Tax)	105.00	20	GAS TAX
Total 27131	11/3/2021			105.00		
27132	11/3/2021	TRI LAKE CONSULTANTS, INC.	Engineering Services for August 2021 (General)	140.00	10	GENERAL
Total 27132	11/3/2021			140.00		
27133	11/3/2021	TRI LAKE CONSULTANTS, INC.	Engineering Services for September 2021 (SB-1 Gas Tax)	770.00	20	GAS TAX
Total 27133	11/3/2021			770.00		
27134	11/3/2021	Dale Welty	Auto Allowance for the month of November 2021 - Welty	100.00	10	GENERAL
Total 27134	11/3/2021			100.00		
27135	11/3/2021	ZF Signature Inc	DEA Registration & Medical Direction for Fire Dept.,10/12/21	1,288.00	10	GENERAL
Total 27135	11/3/2021			1,288.00		
27136	11/3/2021	Bienek Roofing	Roof Rehab Project for Rental (31542 RRCR), 11/1/2021	70,860.00	60	ENTERPR... FUND
Total 27136	11/3/2021			70,860.00		
27137	11/3/2021	WRCOG	WRCOG Fellow for FY 21-22, 10/21/21	10,000.00	10	GENERAL
Total 27137	11/3/2021			10,000.00		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
27138	11/17/2021	SOUTHERN CALIFORNIA EDISON	Temporary Power Pole Installation at 31572 RRCR, 11/16/2021	326.00	10	GENERAL
Total 27138	11/17/2021			326.00		
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Fire Station T-Shirts, 11/11/21	2,103.23	10	GENERAL
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Station Uniforms - Bertrand 11/11/21	1,979.94	10	GENERAL
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Station Uniforms - Bratt 11/11/21	1,929.91	10	GENERAL
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Station Uniforms - Foster 11/11/21	316.52	10	GENERAL
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Station Uniforms - Garcia 11/10/21	1,954.92	10	GENERAL
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Station Uniforms - Gorter 11/11/21	1,954.92	10	GENERAL
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Station Uniforms - Grant 11/11/21	1,954.86	10	GENERAL
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Station Uniforms - Green 11/10/21	1,968.52	10	GENERAL
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Station Uniforms - LaTendresse 11/10/21	1,963.68	10	GENERAL
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Station Uniforms - O'Marra 11/11/21	1,954.82	10	GENERAL
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Station Uniforms - Samuels 11/11/21	1,954.92	10	GENERAL
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Station Uniforms - Sanchez 11/11/21	1,956.01	10	GENERAL
27139	11/17/2021	2 Hot Uniforms, Inc. 2 Hot Activewear	Full Time Station Uniforms - Willis 11/11/21	1,954.92	10	GENERAL
Total 27139	11/17/2021			23,947.17		
27140	11/17/2021	Applicant Background Information	Background Investigations for New Fire Department, 10/31/21	1,633.05	10	GENERAL
Total 27140	11/17/2021			1,633.05		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
27141	11/17/2021	Abila	Monthly Accounting Software Subscription, 11/9/2021	181.39	10	GENERAL
Total 27141	11/17/2021			181.39		
27142	11/17/2021	Aflac	Supplemental Insurance for November 2021	748.54	10	GENERAL
Total 27142	11/17/2021			748.54		
27143	11/17/2021	Albert A. Webb Associates	Professional Services for State SB2 Planning, 10/23/21	45,666.57	10	GENERAL
Total 27143	11/17/2021			45,666.57		
27144	11/17/2021	All Signs Graphics and Designs	Install 4 Military Banners & Repaired 2 Banners, 11/16/21	780.00	10	GENERAL
Total 27144	11/17/2021			780.00		
27145	11/17/2021	All State Propane	Propane for Fire Station 60, 10/28/2021	287.34	10	GENERAL
Total 27145	11/17/2021			287.34		
27146	11/17/2021	AMERICAN FORENSIC NURSES INC	Sheriff's Blood Draws, October 2021	55.00	10	GENERAL
Total 27146	11/17/2021			55.00		
27147	11/17/2021	BIO-TOX LABORATORIES	Sheriff's Blood Draws, 9/2/2021	46.00	10	GENERAL
Total 27147	11/17/2021			46.00		
27148	11/17/2021	BW Printworks	Department Shift Calendars, 11/8/2021	201.58	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 27148	11/17/2021			201.58		
27149	11/17/2021	Cal Western Services	Refund for Residential Rental Insp. - 22256 Bronc. Ct.	71.00	10	GENERAL
Total 27149	11/17/2021			71.00		
27150	11/17/2021	Cole Huber LLP	Attorney Services Beck v.City (Writ of Mandate) Aug. 2021	125.50	10	GENERAL
27150	11/17/2021	Cole Huber LLP	Attorney Services for August 2021	6,475.00	10	GENERAL
27150	11/17/2021	Cole Huber LLP	Attorney Services for Code(23822 Canyon Lake Dr.) Aug. 2021	1,181.42	10	GENERAL
Total 27150	11/17/2021			7,781.92		
27151	11/17/2021	Occupational Health Centers of California	Employment - Medical (Green) for New Fire Department,11/1/21	410.50	10	GENERAL
27151	11/17/2021	Occupational Health Centers of California	Medical Exams for New Fire Department, 10/28/2021	3,587.00	10	GENERAL
27151	11/17/2021	Occupational Health Centers of California	New Hire Medical Evaluations for Fire Department, 11/3/21	5,304.00	10	GENERAL
Total 27151	11/17/2021			9,301.50		
27152	11/17/2021	Corelogic Information Solutions, INC.	Database for Code Enforcement, October 2021	139.67	10	GENERAL
Total 27152	11/17/2021			139.67		
27153	11/17/2021	CR&R	Trash Services for Rental Bldg. November 2021	167.96	60	ENTERPR... FUND
Total 27153	11/17/2021			167.96		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
27154	11/17/2021	L.N. Curtis and Sons	Structure & Wildland Gloves for New Fire Department, 11/9/21	3,824.95	10	GENERAL
27154	11/17/2021	L.N. Curtis and Sons	Swift Water Rescue Equipment for New Fire Department, 11/9/21	721.49	10	GENERAL
Total 27154	11/17/2021			4,546.44		
27155	11/17/2021	Jared & Jalane	Refund for Residential Rental Insp. - 30161 Skippers Way Dr.	71.00	10	GENERAL
Total 27155	11/17/2021			71.00		
27156	11/17/2021	DIRECTV	Satellite Service for Fire Station, 11/12/21 to 12/11/21	116.54	10	GENERAL
Total 27156	11/17/2021			116.54		
27157	11/17/2021	STATE OF CA DEPT. OF JUSTICE	Livescans/Backgrounds for Fire Department, October 2021	768.00	10	GENERAL
27157	11/17/2021	STATE OF CA DEPT. OF JUSTICE	Sheriff's Blood Draws, September 2021	70.00	10	GENERAL
Total 27157	11/17/2021			838.00		
27158	11/17/2021	Forensic Nurses of SoCal, Inc.	Forensic Assault Exam, 10/24/2021	800.00	10	GENERAL
Total 27158	11/17/2021			800.00		
27159	11/17/2021	FRIDAY FLYER	Ordinance 216 - Elimination Window Signage	27.30	10	GENERAL
Total 27159	11/17/2021			27.30		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
27160	11/17/2021	Debby Gagnon	Reimb. for Yard Flags for 2021 Veterans Day Event, 11/17/21	370.93	10	GENERAL
Total 27160	11/17/2021			370.93		
27161	11/17/2021	GOLDING PUBLICATIONS	Regular and Window, Envelopes Whitewove, 10/5/2021	136.12	10	GENERAL
Total 27161	11/17/2021			136.12		
27162	11/17/2021	NANCY GREENHALGH	Retiree Health Insurance for December 2021	168.56	10	GENERAL
Total 27162	11/17/2021			168.56		
27163	11/17/2021	HINDERLITER, DE LLAMAS & ASSOC	Economic Development Services Q3 (July-Sept.21)	8,200.00	10	GENERAL
27163	11/17/2021	HINDERLITER, DE LLAMAS & ASSOC	Services for Cannabis Management Program October 2021	850.00	10	GENERAL
Total 27163	11/17/2021			9,050.00		
27164	11/17/2021	ImageTrend, Inc.	Fire RMS & ePCR Program - New Fire Department, 10/27-6/30/22	3,258.33	10	GENERAL
Total 27164	11/17/2021			3,258.33		
27165	11/17/2021	Jon's Flags & Poles Inc.	Pole and Flag for City Hall, 11/3/2021	129.96	10	GENERAL
Total 27165	11/17/2021			129.96		
27166	11/17/2021	Life-Assist, Inc.	Medical Supplies for Fire Department, 10/29/21	72.84	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
27166	11/17/2021	Life-Assist, Inc.	Medical Supplies for New Fire Department, 10/29/2021	165.00	10	GENERAL
27166	11/17/2021	Life-Assist, Inc.	Medical Supplies for New Fire Department, 10/29/21	1,739.59	10	GENERAL
27166	11/17/2021	Life-Assist, Inc.	Medical Supplies for New Fire Department, 11/9/21	287.63	10	GENERAL
27166	11/17/2021	Life-Assist, Inc.	Medical Supplies for the New Fire Department, 11/10/21	12.93	10	GENERAL
Total 27166	11/17/2021			2,277.99		
27167	11/17/2021	Nate Volk	Video Broadcasting Mtg. for 11/3/21	350.00	10	GENERAL
Total 27167	11/17/2021			350.00		
27168	11/17/2021	Kim Pauley	Veterans Day Military Banner Cancellation Refund, 11/17/21	200.00	10	GENERAL
Total 27168	11/17/2021			200.00		
27169	11/17/2021	PETERSON ELECTRIC	New Meter Install for Veteran's Park, 11/10/21	8,342.50	10	GENERAL
Total 27169	11/17/2021			8,342.50		
27170	11/17/2021	Pitney Bowes Global Financial Services, LLC	Postage Machine Lease, 9/13/21 to 12/12/21	147.94	10	GENERAL
Total 27170	11/17/2021			147.94		
27171	11/17/2021	Purchase Power	Postage for 10/25/21 & 11/2/21	900.00	10	GENERAL
Total 27171	11/17/2021			900.00		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
27172	11/17/2021	PZL, Inc.	Planning Services for October 2021	3,200.00	10	GENERAL
Total 27172	11/17/2021			3,200.00		
27173	11/17/2021	Rogers, Anderson, Malody & Scott, LLP	Accounting services for the month of October 2021	3,737.50	10	GENERAL
Total 27173	11/17/2021			3,737.50		
27174	11/17/2021	County Executive Office	SCFA Quarterly Sheltering Services for Oct. - Dec. 2021	16,574.00	10	GENERAL
Total 27174	11/17/2021			16,574.00		
27175	11/17/2021	County Executive Office, Finance	SCFA FY 21/22 Debt Service	16,574.00	10	GENERAL
Total 27175	11/17/2021			16,574.00		
27176	11/17/2021	Riverside County Sheriff Dept. Lake Elsinore	Sheriff's Contract Law 8/26/21 to 9/22/21	137,657.68	10	GENERAL
Total 27176	11/17/2021			137,657.68		
27177	11/17/2021	Special District Risk Management Authority	Dental & Vision Insurance for December 2021	625.52	10	GENERAL
Total 27177	11/17/2021			625.52		
27178	11/17/2021	Signs4Realtors	Custom Banner for Veterans Day, 11/8/2021	215.46	10	GENERAL
Total 27178	11/17/2021			215.46		
27179	11/17/2021	Southern California News Group	Classified Ad for Ordinance # 210 - 216, 10/31/21	12,548.30	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 27179	11/17/2021			12,548.30		
27180	11/17/2021	Syntech Group	IT Services for November 2021	1,875.00	10	GENERAL
Total 27180	11/17/2021			1,875.00		
27181	11/17/2021	The Gas Company	Gas Charges for City Hall 9/29/21 to 10/29/21	3.42	10	GENERAL
27181	11/17/2021	The Gas Company	Gas Charges for 31520 Railroad Cyn. Rd. 9/29/21 to 10/29/21	68.56	60	ENTERPR... FUND
Total 27181	11/17/2021			71.98		
27182	11/17/2021	Time Warner Cable	Internet for Fire Station, 11/10/21 to 12/9/21	114.98	10	GENERAL
Total 27182	11/17/2021			114.98		
27183	11/17/2021	Toshiba Financial Services	Monthly Copier Lease for Admin & City Hall, 12/10/21	799.32	10	GENERAL
Total 27183	11/17/2021			799.32		
27184	11/17/2021	Jason Zenk	Refund for Residential Rental Insp. - 30334 Emperor Dr.	71.00	10	GENERAL
Total 27184	11/17/2021			71.00		
27185	11/17/2021	Zoll Worldwide Headquarters	Paramedic Monitor for New Fire Department, 10/29/21	26,613.14	10	GENERAL
Total 27185	11/17/2021			26,613.14		
27186	11/23/2021	Bienek Roofing	Final Payment Roof Rehab Project for Rental (31542 RRCR)	23,620.00	60	ENTERPR... FUND

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 27186	11/23/2021			23,620.00		
27187	11/23/2021	Canyon Lake Property Owners Assoc.	Use of 11 POA Barricades for 2021 Winter Wonderland	100.00	10	GENERAL
Total 27187	11/23/2021			100.00		
27188	11/23/2021	In N Out Burger	Final Payment for Cookout Truck for 2021 Winter Wonderland	4,540.31	10	GENERAL
Total 27188	11/23/2021			4,540.31		
27189	11/23/2021	Jolly Jumps	Final Payment for 2021 Winter Wonderland Event Package	11,247.50	10	GENERAL
Total 27189	11/23/2021			11,247.50		
27190	11/23/2021	PETERSON ELECTRIC	New Meter Install (Temp. Power) for Veteran's Park, 11/22/21	2,135.00	10	GENERAL
Total 27190	11/23/2021			2,135.00		
27191	11/23/2021	U. S. Bank	See Credit Card Review	12,417.38	10	GENERAL
Total 27191	11/23/2021			12,417.38		
EFT430		Sparkletts	Drinking Water for City Hall & Admin October 2021	120.72	10	GENERAL
Total EFT430				120.72		
EFT431		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 9/28/21 to 10/27/21	385.41	20	GAS TAX
Total EFT431				385.41		

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
EFT432		SOUTHERN CALIFORNIA EDISON	Electricity for Admin 31526 RRCR Ste. 4 9/20/21 to 10/19/21	222.48	10	GENERAL
Total EFT432				222.48		
EFT433		SOUTHERN CALIFORNIA EDISON	Electricity for 31520 RRCR Ste. D 9/20/21 to 10/19/21	44.55	60	ENTERPR... FUND
Total EFT433				44.55		
EFT434		SOUTHERN CALIFORNIA EDISON	Electricity for Fire Station 9/14/21 to 10/13/21	513.29	10	GENERAL
Total EFT434				513.29		
EFT435		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 9/21/21 to 10/20/21	62.44	20	GAS TAX
Total EFT435				62.44		
EFT436		SOUTHERN CALIFORNIA EDISON	Electricity for RRCR Admin Ste. 3 9/20/21 to 10/19/21	39.76	10	GENERAL
Total EFT436				39.76		
EFT437		SOUTHERN CALIFORNIA EDISON	Electricity for 31540/31542 Railroad Cyn. Rd. 9/14-10/13/21	718.80	60	ENTERPR... FUND
Total EFT437				718.80		
EFT438		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 9/20/21 to 10/19/21	10.71	20	GAS TAX
Total EFT438				10.71		
EFT439		SOUTHERN CALIFORNIA EDISON	Electricity for Traffic Signals 9/14/21 to 10/13/21	225.27	20	GAS TAX

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 11/1/2021 Through 11/30/2021

Check Number	Matching Document Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total EFT439				225.27		
EFT440		SOUTHERN CALIFORNIA EDISON	Electricity for City Hall 9/14/21 to 10/13/21	1,023.69	10	GENERAL
Total EFT440				1,023.69		
EFT441		ELSINORE VALLEY MUNI WATER DIS	Water for Fire Station 9/26/21 to 10/26/21	423.45	10	GENERAL
Total EFT441				423.45		
EFT442		ELSINORE VALLEY MUNI WATER DIS	Water for City Hall 9/23/21 to 10/23/21	203.25	10	GENERAL
Total EFT442				203.25		
EFT443		ELSINORE VALLEY MUNI WATER DIS	Water for 31520 RRCR 9/23/21 to 10/23/21	63.64	60	ENTERPR... FUND
Total EFT443				63.64		
EFT444		ELSINORE VALLEY MUNI WATER DIS	Water for Rental Bldg. (31542 RRCR) 9/23/21 to 10/23/21	71.10	60	ENTERPR... FUND
Total EFT444				71.10		
EFT445		ELSINORE VALLEY MUNI WATER DIS	Water for Irrigation 9/26/21 to 10/26/21	967.36	20	GAS TAX
Total EFT445				967.36		
Report Total				1,156,187.02		

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
Aflac	Supplemental Insurance for October 2021	748.54
AMP	Rent for Admin 31526 Railroad Cyn. Rd. Ste. #4 December 2021	412.00
	Rent for Admin Bldg. for the month of December 2021	2,834.00
ANIMAL FRIENDS	Animal Control Services for August & September 2021	7,000.00
Bill Blankenship	Economic Development Consulting October 2021	2,500.00
CL PEST	City Hall Admin General Pest, 10/20/2021	55.00
	Monthly Pest Control for Fire Station, September 2021	40.00
	Monthly Pest Control for Fire Station, August 2021	40.00
	Quarterly Pest Control P.O. #10-016, 8/13/21	90.00
Cole Huber	Attorney Services for June 2021	6,475.00
	Attorney Services for Beck v.City(Writ of Mandate) June 2021	2,734.90
	Attorney Services for Code(23822 Canyon Lake Dr.) June 2021	1,320.00
	Attorney Services for July 2021	7,255.00
	Attorney Services Beck v.City(Writ of Mandate) July 2021	200.00
	Attorney Services for Code (23822 Canyon Lake Dr.) July 2021	520.00
Corelogic	Database for Code Enforcement, September 2021	134.21
CR&R	Refuse FY 20-21 CY Sec SS2	596,386.44
Curtis	Swift Water Rescue Gear for Fire Department, 10/25/2021	1,008.54
	Structure Fire Protective Hoods for Fire Dept., 10/26/2021	2,238.18
	Swift Water Rescue Throw Bags for Fire Dept., 10/18/2021	747.35
Dain	Auto Allowance for the month of November 2021 - Dain	100.00
DATA TICKET	Citation Processing (1035), Code Enforcement September 2021	266.00
	Monthly EMS Response Fee (1241), September 2021	100.00
	Parking Citations (0506) September 2021	100.00
JARCO	Patched New AC Unit & Hauled Away Debris at 31542 RRCR,10/22	295.00
Jeremy Smith	Auto Allowance for the month of November 2021 - Smith	100.00
JK	Donuts and Coffee for Veterans Day Event, 9/2/2021	1,196.25
Kasey Castillo	Auto Allowance for the month of November 2021 - Castillo	100.00

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
KCL Group Benefits	Life Insurance for Employee's 11/15/21 to 12/14/21	277.26
Larry Greene	Auto Allowance for the month of November 2021 - Greene	100.00
LaTendresse	Reimb. for Lunch - Oran Interview w/BC for Fire Dept., 9/28	44.74
Life-Assist	Medical Supplies for Fire Department, 10/28/2021	39.53
	Medical Supplies for Fire Department, 10/22/2021	2,315.19
	Medical Supplies for Fire Department, 10/22/21	2,619.08
	Medical Supplies for Fire Department, 10/22/21	5,489.56
	Medical Supplies for Fire Station, 10/28/2021	99.52
	Medical Supplies for Fire Department, 10/28/2021	541.83
	Medical Supplies for Fire Department, 10/21/21	246.70
	Medical Supplies for Fire Department, 10/26/21	1,534.68
	Medical Supplies for Fire Department, 10/27/21	2.16
RAMS	Accounting Services for the month of September 2021	6,142.50
Riv Co TLMA	SLF Costs for September 2021	1,721.85
Riv Co Treasurer	FY 21-22 Property Taxes for 31542 RRCR 1st Installment	1,273.00
STAPLES	General Office Supplies, 10/25/21	1,029.47
STATE FUND	Workers Comp Insurance for November 2021	919.25
The Code	Plan Check Services for Building & Safety 8/29/21 to 10/2/21	9,903.55
Time Warner	Digital Converter for City Hall, 10/22/21 to 11/21/21	5.53
Toshiba Business Solutions, USA	Color & Black/White Monthly Copy Costs 9/26/21 to 10/25/21	721.92
TRI LAKE	Engineering Services for September 2021 (SB-1 Gas Tax)	770.00
	Engineering Services for August 2021 (SB-1 Gas Tax)	105.00
	Engineering Services for August 2021 (General)	140.00
Welty	Auto Allowance for the month of November 2021 - Welty	100.00
ZF	DEA Registration & Medical Direction for Fire Dept., 10/12/21	1,288.00
Report Total		672,426.73

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

<u>Vendor ID</u>	<u>Invoice Description</u>	<u>Cash Required</u>
Bienek	Roof Rehab Project for Rental (31542 RRCR), 11/1/2021	70,860.00
WRCOG	WRCOG Fellow for FY 21-22, 10/21/21	10,000.00
Report Total		<u>80,860.00</u>

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
SCE	Temporary Power Pole Installation at 31572 RRCR, 11/16/2021	326.00
Report Total		326.00

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
2 Hot Uniforms	Full Time Station Uniforms - LaTendresse 11/10/21	1,963.68
	Full Time Station Uniforms - Garcia 11/10/21	1,954.92
	Full Time Station Uniforms - Green 11/10/21	1,968.52
	Full Time Station Uniforms - Grant 11/11/21	1,954.86
	Full Time Station Uniforms - Willis 11/11/21	1,954.92
	Full Time Station Uniforms - Bratt 11/11/21	1,929.91
	Full Time Station Uniforms - Sanchez 11/11/21	1,956.01
	Full Time Station Uniforms - O'Marra 11/11/21	1,954.82
	Full Time Station Uniforms - Bertrand 11/11/21	1,979.94
	Full Time Station Uniforms - Gorter 11/11/21	1,954.92
	Full Time Station Uniforms - Samuels 11/11/21	1,954.92
	Full Time Station Uniforms - Foster 11/11/21	316.52
	Full Time Fire Station T-Shirts, 11/11/21	2,103.23
	ABI	Background Investigations for New Fire Department, 10/31/21	1,633.05
ABILA	Monthly Accounting Software Subscription, 11/9/2021	181.39
Aflac	Supplemental Insurance for November 2021	748.54
Albert A. Webb Associates	Professional Services for State SB2 Planning, 10/23/21	45,666.57
All Signs	Install 4 Military Banners & Repaired 2 Banners, 11/16/21	780.00
All State Propane	Propane for Fire Station 60, 10/28/2021	287.34
AMERICAN FORENSIC	Sheriff's Blood Draws, October 2021	55.00
BIO-TOX	Sheriff's Blood Draws, 9/2/2021	46.00
BW	Department Shift Calendars, 11/8/2021	201.58
Cal Western	Refund for Residential Rental Insp. - 22256 Bronc. Ct.	71.00
Cole Huber	Attorney Services for August 2021	6,475.00
	Attorney Services Beck v.City (Writ of Mandate) Aug. 2021	125.50
	Attorney Services for Code(23822 Canyon Lake Dr.) Aug. 2021	1,181.42
Concentra	Employment - Medical (Green) for New Fire Department,11/1/21	410.50
	Medical Exams for New Fire Department, 10/28/2021	3,587.00
	New Hire Medical Evaluations for Fire Department, 11/3/21	5,304.00
Corelogic	Database for Code Enforcement, October 2021	139.67
CR&R	Trash Services for Rental Bldg. November 2021	167.96
Curtis	Structure & Wildland Gloves for New Fire Department, 11/9/21	3,824.95

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
	Swift Water Rescue Equipment for New Fire Department,11/9/21	721.49
Cutler	Refund for Residential Rental Insp. - 30161 Skippers Way Dr.	71.00
DIRECTV	Satellite Service for Fire Station, 11/12/21 to 12/11/21	116.54
DOJ	Sheriff's Blood Draws, September 2021	70.00
	Livescans/Backgrounds for Fire Department, October 2021	768.00
Forensic	Forensic Assault Exam, 10/24/2021	800.00
FRIDAY FLYER	Ordinance 216 - Elimination Window Signage	27.30
Gagnon	Reimb. for Yard Flags for 2021 Veterans Day Event, 11/17/21	370.93
GOLDING	Regular and Window, Envelopes Whitewove, 10/5/2021	136.12
GREENHALGH	Retiree Health Insurance for December 2021	168.56
HINDERLITER	Economic Development Services Q3 (July-Sept.21)	8,200.00
	Services for Cannabis Management Program October 2021	850.00
ImageTrend, Inc.	Fire RMS & ePCR Program - New Fire Department, 10/27-6/30/22	3,258.33
Jon's	Pole and Flag for City Hall, 11/3/2021	129.96
Life-Assist	Medical Supplies for New Fire Department, 10/29/21	573.73
	Medical Supplies for New Fire Department, 10/29/21	1,165.86
	Medical Supplies for Fire Department, 10/29/21	49.57
	Medical Supplies for Fire Department, 10/29/21	23.27
	Medical Supplies for New Fire Department, 10/29/2021	165.00
	Medical Supplies for New Fire Department, 11/9/21	287.63
	Medical Supplies for the New Fire Department, 11/10/21	12.93
Nate Volk	Video Broadcasting Mtg. for 11/3/21	350.00
Pauley	Veterans Day Military Banner Cancellation Refund, 11/17/21	200.00
PETERSON	New Meter Install for Veteran's Park, 11/10/21	8,342.50
Pitney Bowes	Postage Machine Lease, 9/13/21 to 12/12/21	147.94
Pitney Bowes - Purchase Power	Postage for 10/25/21 & 11/2/21	900.00
PZL, Inc.	Planning Services for October 2021	3,200.00
RAMS	Accounting services for the month of October 2021	3,737.50
riv Co Exec	SCFA Quarterly Sheltering Services for Oct. - Dec. 2021	16,574.00
Riv Co Executive	SCFA FY 21/22 Debt Service	16,574.00

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
Riv Co Sheriff Dept Lake Elsinore	Sheriff's Contract Law 8/26/21 to 9/22/21	137,657.68
SDRMA	Dental & Vision Insurance for December 2021	625.52
Signs4Realtors	Custom Banner for Veterans Day, 11/8/2021	215.46
Southern California	Classified Ad for Ordinance # 210 - 216, 10/31/21	12,548.30
Syntech	IT Services for November 2021	1,875.00
The Gas Co	Gas Charges for City Hall 9/29/21 to 10/29/21	3.42
	Gas Charges for 31520 Railroad Cyn. Rd. 9/29/21 to 10/29/21	68.56
Time Warner	Internet for Fire Station, 11/10/21 to 12/9/21	114.98
Toshiba	Monthly Copier Lease for Admin & City Hall, 12/10/21	799.32
Zenk	Refund for Residential Rental Insp. - 30334 Emperor Dr.	71.00
Zoll	Paramedic Monitor for New Fire Department, 10/29/21	26,613.14
Report Total		343,418.18

City of Canyon Lake
Invoices Selected for Payment - COUNCIL CHECK REPORT

Vendor ID	Invoice Description	Cash Required
Bienek	Final Payment Roof Rehab Project for Rental (31542 RRCR)	23,620.00
CL PROPERTY OWNERS	Use of 11 POA Barricades for 2021 Winter Wonderland	100.00
In N Out Burger	Final Payment for Cookout Truck for 2021 Winter Wonderland	4,540.31
Jolly Jumps	Final Payment for 2021 Winter Wonderland Event Package	11,247.50
PETERSON	New Meter Install (Temp. Power) for Veteran's Park, 11/22/21	2,135.00
US Bank	See Credit Card Review	12,417.38
Report Total		54,060.19

Department: (20)City Employees

Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount
125CO	125 Cash		472.54	PTAXI Pre-Tax P.	315.97	CA	California SI		CAEIT	200.79	CA Edu & T			0.00	0.00	0.00
102	ADML Admin Le	1.00	0.00			CASDI	CA SDI - Err		CASUI	59.84	California SI			0.00	0.00	4986.37
4513.83	Reg Regular		4513.83			FITW	Federal Inco		MED-R	561.36	Medicare - E			4986.37	72.31	5058.68
						MED	Medicare			72.31						3776.10
	Total Earnings	1.00	4986.37	Total Deductions	315.97		Total Employee Taxes			894.30						72.31
Reg	Regular	39.25	841.91	457B EE	63.14	CA	California SI		CAEIT	8.82	CA Edu & T			0.00	0.00	0.00
114				AflacP	27.30	CASDI	CA SDI - Err		CASUI	10.10	California SI			0.00	0.00	841.91
21.4500						FITW	Federal Inco		MED-R	27.04	Medicare - E			841.91	12.21	854.12
						MED	Medicare			12.21						693.30
	Total Earnings	39.25	841.91	Total Deductions	90.44		Total Employee Taxes			58.17						12.21
125CO	125 Cash		169.75	PTXPE Pre-Tax P.	154.60	CA	California SI		CAEIT	83.67	CA Edu & T			0.00	0.00	0.00
115	Reg Regular		2290.42			CASDI	CA SDI - Err		CASUI	29.52	California SI			0.00	0.00	2460.17
2290.42						FITW	Federal Inco		MED-R	215.04	Medicare - E			2460.17	35.67	2495.84
						MED	Medicare			35.67						1941.67
	Total Earnings	0.00	2460.17	Total Deductions	154.60		Total Employee Taxes			363.90						35.67
125CO	125 Cash		162.50	PTXPE Pre-Tax P.	196.78	CA	California SI		CAEIT	143.51	CA Edu & T			0.00	0.00	0.00
117	Reg Regular		2915.25			CASDI	CA SDI - Err		CASUI	36.93	California SI			0.00	0.00	3077.75
2915.25	Sick Sick	6.00	0.00			FITW	Federal Inco		MED-R	341.63	Medicare - E			3077.75	44.63	3122.38
						MED	Medicare			44.63						2314.27
	Total Earnings	6.00	3077.75	Total Deductions	196.78		Total Employee Taxes			566.70						44.63
125CO	125 Cash		157.02	457B EE	361.11	CA	California SI		CAEIT	556.17	CA Edu & T			0.00	0.00	0.00
111	Auto Auto Allo		300.00	PTXPE Pre-Tax P.	492.19	CASDI	CA SDI - Err		CASUI	0.00	California SI			0.00	0.00	0.00
7291.63	ELECT Reimburs		75.00			FITW	Federal Inco		MED-R	1341.26	Medicare - E			7823.65	113.44	7823.65
7291.63	MEM4 457B ER		722.22			MED	Medicare			113.45						4959.47
	Reg Regular	2.00	7291.63													
	Sick Sick		0.00													
	Total Earnings	2.00	7823.65	Total Deductions	853.30		Total Employee Taxes			2010.88						113.44
125CO	125 Cash		526.83	457B EE	66.00	CA	California SI		CAEIT	99.44	CA Edu & T			0.00	0.00	0.00
108	Reg Regular		3578.75	PTAXI Pre-Tax P.	250.51	CASDI	CA SDI - Err		CASUI	49.27	California SI			0.00	0.00	4105.58
3578.75	Sick Sick	4.00	0.00			FITW	Federal Inco		MED-R	312.61	Medicare - E			4105.58	59.53	4165.11
						MED	Medicare			59.54						3268.21
	Total Earnings	4.00	4105.58	Total Deductions	316.51		Total Employee Taxes			520.86						59.53

Department: (50) Council Members Total

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount							
5	Reg	Regular	1500.00		CA	California SI	1500.00	CA	0.00	CAEIT	CA Edu & Ti	CA	1500.00	1500.00	1.50							
2	Reg	Regular			FITW	Federal Inco	1500.00	FITW	30.00	CASUI	California SI	CA	1500.00	1500.00	60.00							
3	Male				MED	Medicare	1500.00	MED	21.75	MED-R	Medicare - E	CA	17.40	1200.00	17.40							
Total Earnings															1500.00	0.00	Total Deductions	0.00	Total Employer Taxes	51.75	Total Employer Taxes	78.90

Department: (70) Building & Safety

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount							
Reg	Regular		3541.67		MEDI	Health Ins	69.73	CA	179.51	CAEIT	CA Edu & Ti	CA	0.00	0.00	0.00							
Emp Id	122				PTXPE	Pre-Tax P.	239.06	CASDI	41.66	CASUI	California SI	CA	0.00	0.00	0.00							
Salary	3541.67				FITW	Federal Inco	3232.88	FITW	419.05	MED-R	Medicare - E	CA	3471.94	3471.94	50.34							
Total Earnings															3541.67	0.00	Total Deductions	308.79	Total Employer Taxes	690.56	Total Employer Taxes	50.34

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount							
Reg	Regular		2475.00		AflacP	Aflac Post	18.68	CA	83.88	CAEIT	CA Edu & Ti	CA	1085.19	1085.19	1.09							
Emp Id	123				PTXPE	Pre-Tax P.	167.06	CASDI	29.70	CASUI	California SI	CA	1085.19	1085.19	43.41							
Salary	2383.33				FITW	Federal Inco	2307.94	FITW	134.87	MED-R	Medicare - E	CA	2475.00	2475.00	35.89							
Total Earnings															2475.00	185.74	Total Deductions	284.34	Total Employer Taxes	80.39	Total Employer Taxes	80.39

Department: (70) Building & Safety Total

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount							
2	Reg	Regular	6016.67		AflacP	Aflac Post	18.68	CA	263.39	CAEIT	CA Edu & Ti	CA	1085.19	1085.19	1.09							
Female					MEDI	Health Ins	69.73	CASDI	71.36	CASUI	California SI	CA	1085.19	1085.19	43.41							
Male					PTXPE	Pre-Tax P.	406.12	FITW	553.92	MED-R	Medicare - E	CA	5946.94	5946.94	86.23							
Total Earnings															6016.67	494.53	Total Deductions	974.90	Total Employer Taxes	130.73	Total Employer Taxes	130.73

Report Total

Code	Earning	Hours	Amount	Deduction	Code	Amount	Tax	Code	Amount	Taxable	Tax	Code	Amount	Taxable	Amount							
18	125CO	Cash	2210.10	457B EE	CA	California SI	641.14	CA	1595.46	CAEIT	CA Edu & Ti	CA	2585.19	2585.19	2.59							
10	ADML	Admin Le	0.00	AflacP	Aflac Post	45.98	CASDI	CA SDI - Err	30987.90	CASUI	California SI	CA	2585.19	2585.19	103.41							
8	Auto	Auto Allo	300.00	CS	Child Sup	120.50	FITW	Federal Inco	37363.37	MED-R	Medicare - E	CA	40011.55	40011.55	580.17							
	Comp	Comp Tin	43.52	MEDI	Health Ins	231.72	MED	Medicare	40311.55													
	ELECT	Reimburs	75.00	PTAXE	Pre-Tax P.	566.48																
	MEM4	457B ER	722.22	PTXPE	Pre-Tax P.	1740.56																
	Reg	Regular	37649.69																			
	Sick	Sick	0.00																			
	Vac	Vacation	264.96																			
Total Earnings															40543.27	3346.38	Total Deductions	6691.84	Total Employer Taxes	686.17	Total Employer Taxes	686.17

Chris Mann, City Manager

Date

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 11/15/2021
Process: 2021111501
Period: 11/01/2021 to 11/15/2021

Department: (20)City Employees

Code	Earning	Hours	Amount	Code	Deduction	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount
125CO	125 Cash		472.54	PTAXI	Pre-Tax P.	315.97	CA	California SI	4670.40	CAEIT	CA Edu & T	200.79	0.00	0.00	0.00	0.00
102	Hol Holiday	9.50	0.00	CASDI	CA SDI - Err		CASUI	California SI	4986.37	CASUI	California SI	59.83	0.00	0.00	0.00	4986.37
4513.83	Reg Regular		4513.83	FITW	Federal Inco		FITW	Federal Inco	4670.40	MED-R	Medicare - E	561.36	4986.37	72.31	4986.37	72.31
				MED	Medicare				4986.37			72.30				72.31
	Total Earnings	9.50	4986.37	Total Deductions		315.97	Total Employer Taxes					894.28				72.31

Code	Earning	Hours	Amount	Code	Deduction	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount
Reg	Regular	43.00	922.35	457B	457B EE	69.18	CA	California SI	853.17	CAEIT	CA Edu & T	10.46	0.00	0.00	0.00	0.00
				AflacP	Aflac Post	13.65	CASDI	CA SDI - Err	922.35	CASUI	California SI	11.07	0.00	0.00	0.00	922.35
114				FITW	Federal Inco		FITW	Federal Inco	853.17	MED-R	Medicare - E	34.48	922.35	13.37	922.35	13.37
21.4500				MED	Medicare				922.35			13.37				13.37
	Total Earnings	43.00	922.35	Total Deductions		82.83	Total Employer Taxes					69.38				13.37

Code	Earning	Hours	Amount	Code	Deduction	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount
125CO	125 Cash		169.75	PTXPE	Pre-Tax P.	154.60	CA	California SI	2305.57	CAEIT	CA Edu & T	83.67	0.00	0.00	0.00	0.00
115	Hol Holiday	9.50	0.00	CASDI	CA SDI - Err		CASUI	California SI	2460.17	CASUI	California SI	29.52	0.00	0.00	0.00	2460.17
2290.42	Reg Regular		2290.42	FITW	Federal Inco		FITW	Federal Inco	2305.57	MED-R	Medicare - E	215.04	2460.17	35.67	2460.17	35.67
				MED	Medicare				2460.17			35.68				35.67
	Total Earnings	19.00	2460.17	Total Deductions		154.60	Total Employer Taxes					363.91				35.67

Code	Earning	Hours	Amount	Code	Deduction	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount
125CO	125 Cash		162.50	PTXPE	Pre-Tax P.	196.78	CA	California SI	2880.97	CAEIT	CA Edu & T	143.51	0.00	0.00	0.00	0.00
117	Hol Holiday	9.50	0.00	CASDI	CA SDI - Err		CASUI	California SI	3077.75	CASUI	California SI	36.94	0.00	0.00	0.00	3077.75
2915.25	Reg Regular		2915.25	FITW	Federal Inco		FITW	Federal Inco	2880.97	MED-R	Medicare - E	341.63	3077.75	44.63	3077.75	44.63
				MED	Medicare				3077.75			44.63				44.63
	Total Earnings	24.00	3077.75	Total Deductions		196.78	Total Employer Taxes					566.71				44.63

Code	Earning	Hours	Amount	Code	Deduction	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount
125CO	125 Cash		157.02	457B	457B EE	361.11	CA	California SI	6970.35	CAEIT	CA Edu & T	556.17	0.00	0.00	0.00	0.00
111	Auto Auto Allo		300.00	PTXPE	Pre-Tax P.	492.19	CASDI	CA SDI - Err	0.00	CASUI	California SI	0.00	0.00	0.00	0.00	0.00
7291.63	ELECT Reimburs		75.00	FITW	Federal Inco		FITW	Federal Inco	6970.35	MED-R	Medicare - E	1341.26	7823.65	113.44	7823.65	113.44
				MED	Medicare				7823.65			113.44				113.44
	Total Earnings	9.50	7823.65	Total Deductions		853.30	Total Employer Taxes					2010.87				113.44

Code	Earning	Hours	Amount	Code	Deduction	Amount	Code	Tax	Amount	Code	Tax	Amount	Taxable	Amount	Taxable	Amount
125CO	125 Cash		526.83	457B	457B EE	66.00	CA	California SI	3789.07	CAEIT	CA Edu & T	99.44	0.00	0.00	0.00	0.00
108	ADML Admin Le	4.00	0.00	PTAXI	Pre-Tax P.	250.51	CASDI	CA SDI - Err	4105.58	CASUI	California SI	49.27	0.00	0.00	0.00	4105.58
3578.75	Hol Holiday	9.50	0.00	FITW	Federal Inco		FITW	Federal Inco	3789.07	MED-R	Medicare - E	312.61	4105.58	59.53	4105.58	59.53
				MED	Medicare				4105.58			59.53				59.53
	Total Earnings	20.50	4105.58	Total Deductions		316.51	Total Employer Taxes					520.85				59.53

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 11/15/2021
Process: 2021111501
Period: 11/01/2021 to 11/15/2021

Ward	Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Code	Amount	Taxable	Amount	Taxable	Amount
Bailey R	125CO	125 Cash		125.00	457B	457B EE	113.50	CA	California SI	CAEIT	29.47	1524.85	29.47	0.00	0.00
	119	Hol Holiday	9.50	168.15				CASDI	CA SDI - Err	CASUI	19.67	1638.35	19.67	0.00	0.00
	17.7000	Reg Regular	76.00	1345.20				FITW	Federal Inco	MED-R	108.42	1524.85	108.42	1638.35	23.76
								MED	Medicare		23.76	1638.35	23.76		23.76
		Total Earnings	85.50	1638.35	Total Deductions	113.50			Total Employee Taxes		181.32		Total Employer Taxes		23.76

Department: (20)City Employees Total

Emp No	Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Code	Amount	Taxable	Amount	Taxable	Amount
7	125CO	125 Cash		1613.64	457B	457B EE	609.79	CA	California SI	CAEIT	1123.51	22994.38	1123.51	0.00	0.00
	3	ADML Admin Le	4.00	0.00	AflacP	Aflac Post	13.65	CASDI	CA SDI - Err	CASUI	206.30	17190.57	206.30	0.00	0.00
		Auto Auto Allo		300.00	PTAXI	Pre-Tax P	566.48	FITW	Federal Inco	MED-R	2914.80	22994.38	2914.80	25014.22	362.71
		ELECT Reimburs	57.00	168.15	PTXPE	Pre-Tax P	843.57	MED	Medicare		362.71	25014.22	362.71		362.71
		Hol Holiday		722.22											
		MEM4 457B ER	119.00	22857.43											
		Reg Regular	21.50	0.00											
		Sick Sick	9.50	0.00											
		Vac Vacation													
		Total Earnings	211.00	25014.22	Total Deductions	2033.49			Total Employee Taxes		4607.32		Total Employer Taxes		362.71

Department: (30)Code Enforcement Team

Emp No	Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Code	Amount	Taxable	Amount	Taxable	Amount
Ecclefield, Dawn A	125CO	125 Cash		275.60	457B	457B EE	50.00	CA	California SI	CAEIT	71.87	2100.95	71.87	0.00	0.00
	104	Reg Regular	9.50	2204.76	MEDI	Health Ins	161.99	CASDI	CA SDI - Err	CASUI	27.82	2318.37	27.82	0.00	0.00
	29.0100		76.00	2119.64	PTXPE	Pre-Tax P	167.42	FITW	Federal Inco	MED-R	174.53	2100.95	174.53	2318.37	33.63
								MED	Medicare		33.62	2318.37	33.62		33.63
		Total Earnings	85.50	2480.36	Total Deductions	379.41			Total Employee Taxes		307.84		Total Employer Taxes		33.63

Emp No	Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Code	Amount	Taxable	Amount	Taxable	Amount
Johnson, Marlon W	125CO	125 Cash		137.08	CS	Child Sup	120.50	CA	California SI	CAEIT	88.52	2360.72	88.52	0.00	0.00
	120	Hol Holiday	9.50	264.96	PTXPE	Pre-Tax P	160.96	CASDI	CA SDI - Err	CASUI	30.26	2521.68	30.26	0.00	0.00
	27.8900	Reg Regular	76.00	2119.64				FITW	Federal Inco	MED-R	227.17	2360.72	227.17	2521.68	36.56
								MED	Medicare		36.56	2521.68	36.56		36.56
		Total Earnings	85.50	2521.68	Total Deductions	281.46			Total Employee Taxes		382.51		Total Employer Taxes		36.56

Emp No	Code	Earning	Hours	Amount	Deduction	Code	Amount	Code	Tax	Code	Amount	Taxable	Amount	Taxable	Amount
Lopez, Fred S	125CO	125 Cash		513.06				CA	California SI	CAEIT	0.00	513.06	0.00	0.00	0.00
	113	Reg Regular	17.00	513.06				CASDI	CA SDI - Err	CASUI	6.16	513.06	6.16	0.00	0.00
	30.1800		76.00	2119.64				FITW	Federal Inco	MED-R	34.85	513.06	34.85	513.06	7.44
								MED	Medicare		7.44	513.06	7.44		7.44
		Total Earnings	17.00	513.06	Total Deductions	0.00			Total Employee Taxes		48.45		Total Employer Taxes		7.44

Labor Distribution

City of Canyon Lake
Company (10756)

Check Date: 11/15/2021
Process: 2021111501
Period: 11/01/2021 to 11/15/2021

2/00/2022 City Council Agenda

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount
125CO	125 Cash		499.58	PTXPE Pre-Tax P.	CA	California SI	203.73	CA	California SI	3375.78	CA	CA Edu & T	101.87	CA	CA Edu & T	0.00	CA	CA Edu & T	0.00
98 DT	Double Ti	0.50	35.30		CASDI	CA SDI - Eir		CASUI	California SI	3579.51	CASUI	California SI	42.96	CASUI	California SI	0.00	CASUI	California SI	0.00
35.3000	Holiday	9.50	335.35		FITW	Federal Inco		MED	Medicare	3375.78	MED-R	Medicare - E	327.51	MED-R	Medicare - E	3579.51	MED-R	Medicare - E	51.90
	OT	0.50	26.48																
	Reg	71.00	2506.30																
	Sick	5.00	176.50																
Total Earnings			86.50	3579.51	Total Deductions			203.73	Total Employee Taxes			524.24	Total Employer Taxes			51.90			

Department: (30)Code Enforcement Team Total

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount
4	Female		636.66	457B EE	CA	California SI	50.00	CA	California SI	8350.51	CA	CA Edu & T	262.26	CA	CA Edu & T	0.00	CA	CA Edu & T	0.00
2	Male	0.50	35.30	CS Child Sup	CASDI	CA SDI - Eir	120.50	CASUI	California SI	8932.62	CASUI	California SI	107.20	CASUI	California SI	0.00	CASUI	California SI	0.00
	Holiday	28.50	875.91	MEDI: Health Ins	FITW	Federal Inco	161.99	MED	Medicare	8350.51	MED-R	Medicare - E	764.06	MED-R	Medicare - E	8932.62	MED-R	Medicare - E	129.53
	OT	0.50	26.48	PTXPE Pre-Tax P.			532.11												
	Reg	240.00	7343.76																
	Sick	5.00	176.50																
Total Earnings			274.50	9094.61	Total Deductions			864.60	Total Employee Taxes			1263.04	Total Employer Taxes			129.53			

Department: (60)Fire

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount
125CO	125 Cash		125.00	PARS 401(a) De	CA	California SI	355.80	CA	California SI	4513.25	CA	CA Edu & T	310.49	CA	CA Edu & T	4.51	CA	CA Edu & T	4.51
124 Hol	Holiday	9.50	0.00		CASDI	CA SDI - Eir		CASUI	California SI	4513.25	CASUI	California SI	54.16	CASUI	California SI	180.53	CASUI	California SI	180.53
4744.05	Reg		4744.05		FITW	Federal Inco		MED	Medicare	408.54	MED-R	Medicare - E	408.54	MED-R	Medicare - E	65.44	MED-R	Medicare - E	65.44
	Reg				SS	OASDI		SS-R	OASDI - Eir	65.44	SS-R	OASDI - Eir	0.00	SS-R	OASDI - Eir	0.00	SS-R	OASDI - Eir	0.00
	Sick																		
Total Earnings			9.50	4869.05	Total Deductions			355.80	Total Employee Taxes			838.63	Total Employer Taxes			250.48			

Department: (60)Fire Total

Code	Earning	Hours	Amount	Deduction	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount	Code	Tax	Amount
125CO	125 Cash		125.00	PARS 401(a) De	CA	California SI	355.80	CA	California SI	4513.25	CA	CA Edu & T	310.49	CA	CA Edu & T	4.51	CA	CA Edu & T	4.51
1 Hol	Holiday	9.50	0.00		CASDI	CA SDI - Eir		CASUI	California SI	4513.25	CASUI	California SI	54.16	CASUI	California SI	180.53	CASUI	California SI	180.53
4744.05	Reg		4744.05		FITW	Federal Inco		MED	Medicare	408.54	MED-R	Medicare - E	408.54	MED-R	Medicare - E	65.44	MED-R	Medicare - E	65.44
	Reg				SS	OASDI		SS	OASDI	65.44	SS-R	OASDI - Eir	0.00	SS-R	OASDI - Eir	0.00	SS-R	OASDI - Eir	0.00
	Sick																		
Total Earnings			9.50	4869.05	Total Deductions			355.80	Total Employee Taxes			838.63	Total Employer Taxes			250.48			

Credit Card Review

Name: City of Canyon Lake **CalPERS ID:** 3813045770

Payment Request Acceptance

Your request for payment has been accepted

- **To generate the employer payment report, please click the print button.** Print
- If you need to contact us with questions regarding this payment, please have your Payment Confirmation Number for faster access.
- Your payment will reflect as paid in myCalPERS if your payroll has successfully posted. Once your payment is processed any credits will roll over to the same type of receivable in the next month, after your payroll has been processed.
- Your payment may take longer to post, depending upon your Financial Institution.

Payment Setup Total

Total Payment Amount: \$5,188.62

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1001992561	11/29/2021	100000016581364	Employer Contribution, PEPR, 26189, CalPERS, 11/01/2021 - 11/15/2021	EFT - Debit	Citizens Business Bank -5402	\$3,785.37
1001992562	11/29/2021	100000016581329	Employer Contribution, Classic, 1684, CalPERS, 11/01/2021 - 11/15/2021	EFT - Debit	Citizens Business Bank -5402	\$1,403.25

Home Profile **Reporting** Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Out-of-Class Validation Member Requests Health Reconciliation Retirement Appoint

Name: City of Canyon Lake **CalPERS ID:** 3813045770

Payment Request Acceptance

Your request for payment has been accepted

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- Your payment may take longer to post, depending upon your Financial Institution.

Payment Setup Total

Total Payment Amount: \$5,100.96

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1001977049	11/03/2021	100000016550773	Employer Contribution, PEPRA, 26189, CalPERS, 10/16/2021 - 10/31/2021	EFT - Debit	Citizens Business Bank -5402	\$3,697.71
1001977050	11/03/2021	100000016550732	Employer Contribution, Classic, 1684, CalPERS, 10/16/2021 - 10/31/2021	EFT - Debit	Citizens Business Bank -5402	\$1,403.25

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Build: v9.7.0.b Baseline: 211025_160232_v9.7_Int.6412 **UID: 318**

CM

Home Profile Reporting Person Information Education Other Organizations

Manage Reports Billing and Payments Payroll Schedule Out-of-Class Validation Member Requests Health Reconciliation Retirement Appointr

Name: City of Canyon Lake CalPERS ID: 3813045770

Payment Request Acceptance

Your request for payment has been accepted

- To generate the employer payment report, please click the print button.
- If you need to contact us with questions regarding this payment, please have your Payment Confirmation Number for faster access.
- Your payment will reflect as paid in myCalPERS if your payroll has successfully posted. Once your payment is processed any credits will roll over to the same type of receivable in the next month, after your payroll has been processed.
- Your payment may take longer to post, depending upon your Financial Institution.

Payment Setup Total

Total Payment Amount: \$5,382.94

Payment Summary

Payment Confirmation Number	Payment Authorization Date	Receivable ID	Receivable Description	Payment Method	Payment Account Nickname	Selected Payment Amount
1001975813	11/02/2021	100000016590987	Health PA Billing - PERS	EFT - Debit	Citizens Business Bank -5402	\$5,382.94

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Build: v9.7.0.b Baseline: 211025_160232_v9.7_Int.6412 UID: 318

CITY OF CANYON LAKE
PLAN SPONSOR: 0035273

Acknowledgment

Your payment was successfully submitted. Provided it is in good order, it will process within contractual timeframes.

You can print this acknowledgment for your records.

Plan Name: **CITY OF CANYON LAKE 457 OBRA-PST**

Plan Number: **0035273002**

Payroll Center: **CITY OF CANYON LAKE OBRA**

Payroll Center Number: **002**

Payroll Received for Salary Reduction

Submission date: **11/03/2021**

Submission time: **06:09 PM**

Pay period end date: **10/31/2021**

Payment method: **Debit ACH**

Bank routing number: **122234149**

Bank account number: **245125402**

Contributions payment amount: **\$289.05**

Contributions count: **2**

Draft date: **11/05/2021**

CM

Nationwide Retirement Solutions and Nationwide Life Insurance Company (collectively "Nationwide") have endorsement relationships with the National Association of Counties, the International Association of Fire Fighters Financial Corporation, and the National Association of Police Organizations.

Nationwide may receive payments from mutual funds or their affiliates in connection with certain investment options. Learn more about these payments.

Retirement Specialists provide information for educational purposes only. This information is not meant to be used as investment advice. Retirement Specialists are Registered Representatives of Nationwide Investment Services Corporation, member FINRA.

CITY OF CANYON LAKE
PLAN SPONSOR: 0035273

Acknowledgment

Your payment was successfully submitted. Provided it is in good order, it will process within contractual timeframes.

You can print this acknowledgment for your records.

Plan Name: **CITY OF CANYON LAKE 457**

Plan Number: **0035273001**

Payroll Center: **CITY OF CANYON LAKE**

Payroll Center Number: **001**

Payroll Received for Salary Reduction

Submission date: **11/03/2021**

Submission time: **06:07 PM**

Pay period end date: **10/31/2021**

Payment method: **Debit ACH**

Bank routing number: **122234149**

Bank account number: **245125402**

Contributions payment amount: **\$2,398.66**

Contributions count: **3**

Draft date: **11/05/2021**

CM

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Investment Reports

CITIZENSTRUST™

PO Box 2549
Rancho Cucamonga, CA 91729-2549
Return Service Requested

RECEIVED

NOV 15 2021

BY: _____

000000035 MCB1000110321723929 01 000000 35 004



CITY OF CANYON LAKE
31516 RAILROAD CANYON RD
CANYON LAKE CA 92587

STATEMENT FOR THE PERIOD FROM 10/01/2021 TO 10/31/2021
ACCOUNT 1035003119

THIS IS YOUR REPORT OF INVESTMENTS AND TRANSACTIONS FOR THE PERIOD. INCLUDED
IN THE REPORT ARE

- * PORTFOLIO: SUMMARY GRAPHICAL DISPLAY WITH MARKET VALUE & PERCENT
- * ACTIVITY SUMMARY: MARKET VALUE WITH TRANSACTION SUMMARY
- * PORTFOLIO STATEMENT: A LISTING OF COST AND MARKET VALUE OF ASSETS
HELD IN THE PORTFOLIO

COST BASIS APPLICABLE FOR CALCULATING CAPITAL GAINS AND LOSSES.
MARKET VALUE IS THE CURRENT VALUE OF EACH ASSET FOR MOST STOCKS AND BONDS.
MARKETS ARE THE CLOSING PRICES ON THE LAST TRADING DAY OF THE PERIOD.

- * TRANSACTION STATEMENT: A COMPLETE LISTING FOR THE PERIOD GROUPED BY
TRANSACTION TYPE.
- * DISCLOSURES: CITIZENS BUSINESS BANK MAY RECEIVE RESEARCH AND OTHER BENEFITS
FROM BROKER DEALERS WHICH MAY BE CONSIDERED COMPENSATION TO US. UPON REQUEST
WE WILL DISCLOSE DETAILS OF ANY COMPENSATION RECEIVED.
- * TO TRUST BENEFICIARIES: UNDER SECTION 17200 OF CALIFORNIA PROBATE CODE,
YOU MAY PETITION THE COURT TO OBTAIN A COURT REVIEW OF THE ACCOUNT AND
THE ACTS OF THE TRUSTEE. CLAIMS AGAINST THE TRUSTEE FOR BREACH OF TRUST
MUST BE MADE WITHIN THREE YEARS FROM THE DATE OF RECEIPT OF AN ACCOUNTING
OR OTHER REPORT DISCLOSING FACTS GIVING RISE TO THE CLAIM.






Account Statement

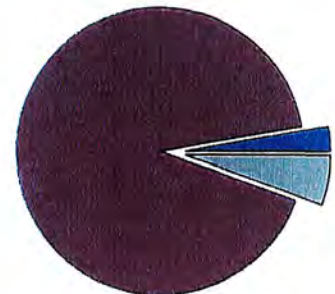
Account Number: **1035003119**
 October 01, 2021 To October 31, 2021

CITY OF CANYON LAKE
 31516 RAILROAD CANYON RD
 CANYON LAKE, CA 92587

Account Name:	CITY OF CANYON LAKE CITIZENS BUSINESS BANK
Account Number:	1035003119
Your Relationship Manager Is:	MIKE GARDNER
Phone:	909-483-4390

Investment Portfolio Summary

Market Value As Of	10/01/2021	10/31/2021	% Of Account
 CASH & CASH EQUIVALENTS	126,399.53	77,048.22	2.8%
 FIXED INCOME	2,501,951.27	2,538,089.79	91.6%
 MISCELLANEOUS	154,983.00	154,341.00	5.6%
Total	2,783,333.80	2,769,479.01	100.0%



Activity Summary

	This Period	Year To Date	Realized Capital Gains / Losses	
			This Period	Year To Date
Beginning Market Value	2,783,333.80	2,848,656.23		
Income	1,104.74	38,378.81-	Short Term	0.00
Asset Activity	50,000.00-	16,008.53	Total Gains / Losses	0.00
Fees	456.05-	4,632.43-		256.00
Cash Management	49,351.31	27,002.71		
Change In Market Value	13,854.79-	79,177.22-		
Ending Market Value	2,769,479.01	2,769,479.01		



Account Statement

Account Number: **1035003119**

October 01, 2021 To October 31, 2021

Portfolio Statement

Quantity	Description	Market Value	Cost Basis
Cash & Cash Equivalents			
Cash Equivalents			
Unclassified			
77,048.220	09248U700 BLACKROCK BLF LIQUIDITY FEDFUND	77,048.22	77,048.22
	Total Unclassified	77,048.22	77,048.22
Total	Cash Equivalents	77,048.22	77,048.22
Total	Cash & Cash Equivalents	77,048.22	77,048.22
Fixed Income			
Taxable			
34,722.220	3130AJRE1 FEDERAL HOME LOAN BANK DTD 6/24/2020 CALL .75% 06/24/2025-2020	34,501.04	34,722.22
100,000.000	3130AKMR4 FEDERAL HOME LOAN BANK DTD 01/15/21 CALL .33% 01/15/2025-2021	98,788.00	99,910.00
150,000.000	3130AL5X8 FEDERAL HOME LOAN DTD 2/24/2021 CALL .65% 02/24/2026-2021	147,661.50	150,000.00
150,000.000	3130ALEK6 FEDERAL HOME LOAN BANK DTD 02/26/21 CALL .78% 02/26/2026-2021	147,670.50	150,000.00
100,000.000	3130AMT85 FEDERAL HOME LOAN BANK DTD 6/28/2021 CALL .4% 06/28/2024-2021	99,485.00	100,000.00
100,000.000	3130ANCF5 FEDERAL HOME LOAN BANK DTD 8/12/2021 CALL 1% 05/12/2026-2021	99,381.00	100,000.00
100,000.000	3130ANJT8 FEDERAL HOME LOAN BANK DTD 8/26/2021 CALL .9% 08/26/2026-2021	99,263.00	99,925.00
150,000.000	3130ANND8 FEDERAL HOME LOAN BANK DTD 8/26/2021 CALL 1.05% 08/26/2026-2021	149,082.00	150,000.00
50,000.000	3130APLB9 FEDERAL HOME LOAN BANK DTD 10/28/2021 CALL .85% 10/28/2024-2022	49,954.00	50,000.00
105,000.000	3133EEG79 FEDERAL FARM CREDIT BANK DTD 05/07/2015 2.15% 09/07/2023	108,186.75	108,740.22

Portfolio Statement (Continued)

Quantity	Description	Market Value	Cost Basis
Taxable			
100,000.000	3133EMAM4 FEDERAL FARM BANK DTD 09/21/2020 .25% 09/21/2023-2022	99,576.00	99,925.00
100,000.000	3133EMHE5 FEDERAL FARM CREDIT BANK DTD 11/30/2020 CALL .17% 11/30/2022-2021	99,949.00	99,978.00
100,000.000	3133EMU91 FEDERAL FARM CREDIT BANK DTD 7/21/21 CALL .74% 07/21/2025-2021	99,327.00	100,000.00
100,000.000	3134GWMY9 FREDDIE MAC DTD 08/19/2020 CALL .625% 08/19/2025-2021	98,586.00	100,000.00
100,000.000	3134GWVJ2 FREDDIE MAC DTD 9/30/2020 CALL .4% 09/30/2024-2021	99,266.00	100,000.00
100,000.000	3134GWN3 FREDDIE MAC DTD 09/30/2020 CALL .6% 09/30/2025-2021	98,643.00	100,000.00
200,000.000	3135G06A6 FANNIE MAE DTD 10/20/2020 CALL .58% 10/20/2025-2021	196,388.00	200,000.00
100,000.000	3135G06M0 FANNIE MAE DTD 12/16/2020 CALL .5% 12/16/2024-2021	99,194.00	100,000.00
100,000.000	3135GA3W9 FANNIE MAE .6% 11/25/2025-2022	98,643.00	100,000.00
200,000.000	3136G46A6 FANNIE MAE DTD 10/27/2020 CALL .3% 10/27/2023-2021	199,208.00	200,000.00
100,000.000	3138L34N2 FANNIE MAE POOL FN AM3528 2.69% 10/01/2023	102,865.00	104,531.25
200,000.000	880591ER9 TENN VALLEY AUTHORITY DTD 09/29/14 2.875% 09/15/2024	212,472.00	206,712.00
Total	Taxable	2,538,089.79	2,554,443.69
Total	Fixed Income	2,538,089.79	2,554,443.69
Miscellaneous			
Corp Bond-sma			
Taxable Bonds			
150,000.000	24422ERT8 JOHN DEERE CAPITAL CORP DTD 06/26/12 2.8% 01/27/2023	154,341.00	158,469.00
Total	Taxable Bonds	154,341.00	158,469.00
Total	Corp Bond-sma	154,341.00	158,469.00



Account Statement

Account Number: **1035003119**
 October 01, 2021 To October 31, 2021

Portfolio Statement (Continued)

Quantity	Description	Market Value	Cost Basis
Miscellaneous Sundry Assets			
Documents			
1.000	DOC199647 INVESTMENT MANAGEMENT AGREEMENT CITY OF CANYON LAKE A/C# 1035003119	0.00	0.00
Total Documents		0.00	0.00
Total	Miscellaneous Sundry Assets	0.00	0.00
Total	Miscellaneous	154,341.00	158,469.00
Grand Total Assets		2,769,479.01	2,789,960.91

Account Activity Summary

	Total Cash	Cost Basis Excluding Cash	Market Value Including Cash
Balances Beginning Of Period	0.00	2,789,312.22	2,789,130.18
Prior Accruals			5,796.38-
Unrealized Depreciation This Period			13,854.79-
Current Accruals			6,077.27
Asset Activity	50,000.00-	50,000.00	50,000.00-
Cash Management	49,351.31	49,351.31-	49,351.31
Fees	456.05-	0.00	456.05-
Income	1,104.74	0.00	1,104.74
Realized Gain/loss			0.00
Non Cash Asset Changes			
Balances End Of Period	0.00	2,789,960.91	2,775,556.28

Transaction Statement

Date	Quantity	Description	Transaction Type	Cash	Cost Basis
10/01/21		Beginning Balance		0.00	2,789,312.22
Income					
Interest					
10/01/21		09248U700 BLACKROCK BLF LIQUIDITY FEDFUND 3135G06A6	INTEREST RCVD	0.57	
10/20/21		FANNIE MAE DTD 10/20/2020 CALL .58% 10/20/2025-2021 3138L34N2	INTEREST RCVD	580.00	
10/25/21		FANNIE MAE POOL FN AM3528 2.69% 10/01/2023 3136G46A6	INTEREST RCVD	224.17	
10/27/21		FANNIE MAE DTD 10/27/2020 CALL .3% 10/27/2023-2021	INTEREST RCVD	300.00	
Total Interest				1,104.74	0.00
Total Income				1,104.74	0.00

Transaction Statement (Continued)

Date	Quantity	Description	Transaction Type	Cash	Cost Basis
Asset Activity					
Assets Purchased					
10/28/21	50,000.000	3130APLB9 FEDERAL HOME LOAN BANK DTD 10/28/2021 CALL .85% 10/28/2024-2022	BUY	50,000.00-	50,000.00
Total Assets Purchased				50,000.00-	50,000.00
Total Asset Activity				50,000.00-	50,000.00
Fees					
10/27/21		MANAGEMENT FEES CITIZENS BUSINESS BANK FOR THE PERIOD ENDING 10/20/2021	DISBURSEMENT	456.05-	
Total Fees				456.05-	0.00
Cash Management					
10/31/21	49,351.310-	09248U700 NET CASH MANAGEMENT	NET CASH MGMT	49,351.31	49,351.31-
Total Cash Management				49,351.31	49,351.31-
10/31/21		Ending Balance		0.00	2,789,960.91



Account Number: **1035003119**
October 01, 2021 To October 31, 2021

Disclosure

CitizensTrust may receive research and other benefits from Brokers/Dealers which may be considered compensation. Upon request, we will disclose details of any compensation received. We have added an additional benchmark to your performance insert. Call for details.

Market Perspective

WE HOPE THAT YOU AND YOURS ARE SAFE/HEALTHY DURING THESE CHALLENGING TIMES. PLEASE READ OUR QUARTERLY MARKET PERSPECTIVES AT WWW.CBBANK.COM UNDER RECENT DOCUMENTS. BE ASSURED WE ARE WATCHING THE MARKETS CLOSELY, AND IF YOU HAVE ANY QUESTIONS OR CONCERNS WE ENCOURAGE YOU TO CONTACT YOUR RELATIONSHIP MANAGER.

Utility User Tax Revenue

City of Canyon Lake
Utility Tased Summary by Service Period
FY 2021/2022

	July	August	September	October	November	December	January	February	March	April	May	June
Electric												
Calpine Energy Solutions	20.72	29.56	24.00	31.88								
Constellation New Energy, Inc												
Just Energy Solutions, Inc.												
SoCalGas California Edison	49,873.57	59,324.19	59,324.14									
Water												
EVARD	2,473.83	2,420.91	2,376.20									
EVAWD	27,632.02	29,175.24	26,344.32	27,488.08								
Solid Waste												
CR&D	1,322.04	1,874.66	1,874.42									
Sewer												
CR&B Tax Roll												
Gas												
The City Company	181.62	201.35	183.97	200.89								
Telecom												
AT&T	0.37	0.64		0.81								
Assurance Wireless USA, LP	0.35	1.23	0.35	1.23								
Cellco Partnership Communications Company, LLC	0.64	0.84	0.58	0.58								
Compliance Solutions, Inc. - ACN Communication Services, LLC	2.98	2.98	2.98	2.97								
Compliance Solutions, Inc. - Access Line Comm. Corp.	11.86	9.97	10.27	10.28								
Compliance Solutions, Inc. - Best Buy Health, Inc.	32.13	33.15	34.29	27.05								
Compliance Solutions, Inc. - Boomerang Wireless LLC	0.01											
Compliance Solutions, Inc. - Clear Rate Communications, Inc.												
Compliance Solutions, Inc. - EBB Connect, LLC												
Compliance Solutions, Inc. - Encore, Inc.												
Compliance Solutions, Inc. - Internedia.net, Inc.												
Compliance Solutions, Inc. - International Telcom, LLC	0.19	0.15	0.01	0.02								
Compliance Solutions, Inc. - Nextiva, Inc.	12.83	12.94	12.88	12.86								
Compliance Solutions, Inc. - Matrix Telecom, Inc.	0.82	0.28	0.46	0.15								
Compliance Solutions, Inc. - Phone.com Inc.		13.39	1.87	1.87								
Compliance Solutions, Inc. - Republic Wireless, Inc.												
Compliance Solutions, Inc. - Google North America dba Google F												
Compliance Solutions, Inc. - Zeom Video Communications, Inc.	159.62	169.35	157.97	199.08								
Compliance Solutions, Inc. - Zeom Voice Communications, Inc.												
Consumer Cellular, Inc.	131.72	118.58	128.83	107.41								
Cricket Wireless LLC	4.64	4.56	4.60	4.10								
Flash Wireless, LLC c/o Avallara, Inc. (FKA Etax Services)												
Frontier California Inc. (b)(3)	917.85	914.53	877.36	844.01								
Frontier Communications of America	136.89	134.95	132.83	128.70								
Fusion Communications LLC												
Gabba Wireless Inc.		25.16	1.91	1.91								
Garmin Services, Inc. - Avallara, Inc.	3.65	3.75	3.88									
Granite Telecommunications LLC												
Falk Global Communications												
Just Energy, Inc. Utility												
Level 3 Communications LLC	35.39	35.31	35.12	34.95								
Logmein USA, Inc.	0.20	0.20	0.20	0.20								
Los Angeles SWSA Limited Partnership	1,802.77	1,678.08	1,678.29	1,621.06								
MCI Metro Access Transmission Services Corp												
MCI Metro Access Transmission Services Corp												
Metro PCS California LLC	18.35	13.55	14.11									
Mitel Cloud Services, Inc.		8.65	3.55	3.54								
NIT Cloud Communications												
New Cellular Wireless PCS LLC	1,235.05	1,146.11	1,184.74	1,163.99								
Nusa, LLC	1.94	26.80	8.31	9.93								
OnStar LLC		0.79	0.79	0.59								
Open Communications, Inc.												
Radioc Bell Telephone Company - A181	4.68	4.72	4.68	4.68								
REG Telecommunications Inc, c/o Avallara, Inc. (FKA Etax Services)												
Rexel Wireless LLC												
Republic Wireless, Inc.												
Spectrum Mobile, LLC	36.21	36.54	59.04	39.72								
Spik, Inc.	2.97	2.21	4.86	2.84								
SprintCom, Inc.												
Sony Communications	273.91	259.41	249.65	281.02								
Spectrum LP												
Starcom Communications												
Wireless West LLC	319.07	304.97	273.18									
Verizon Wireless												
Verizon Wireless, Inc. - Avallara, Inc.	3.54	3.54	3.54	3.54								
Verizon Wireless, Inc. - EBB Connect, LLC	76.28	75.81	75.96	75.84								
Verizon Wireless, Inc. - Nextiva, Inc.												
Verizon Wireless, Inc. - Nextiva, Inc.	25.77	25.37	25.13	24.30								
Verizon Wireless, Inc. - Nextiva, Inc.	38.33	39.66	40.47	39.30								
Verizon Wireless, Inc. - Nextiva, Inc.	1,594.18	1,593.11	1,502.29	1,452.08								
Verizon Wireless, Inc. - Nextiva, Inc.												
Verizon Wireless, Inc. - Nextiva, Inc.	919.62	919.49	917.59	908.48								
Time Warner Cable Business LLC	682.68	681.65	681.76	666.52								
DirectTV LLC												
Total	\$ 89,182.53	\$ 100,719.41	\$ 96,263.29	\$ 96,628.36	\$	\$	\$	\$	\$	\$	\$	\$

City of Canyon Lake



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Ana V. Sauseda, City Clerk

DATE: December 6, 2021

SUBJECT: Adoption of Resolution No. 2021-70, Setting the 2022 City Council Meeting Schedule, and Receive and File the 2022 Calendar for City Events

Recommendation

That the City Council adopt Resolution No. 2021-70, setting the 2022 City Council meeting schedule, and receive and file the 2022 calendar for City events.

Background

In recent years, the City Council adopted the practice of not scheduling a council meeting in the month of August to accommodate summer family vacations, as well as adjusting the date of the December meeting on election years to allow sufficient time for the canvass of votes by the Riverside County Registrar of Voters. Setting a schedule for the 2022 calendar year will assist in managing City Council meeting agendas. Special meeting dates have not been notated on this schedule as they come up on an as-needed basis. The proposed 2022 calendar year schedule is included as part of Resolution No. 2021-70.

In addition to the adoption of Resolution No. 2021-70, staff recommends that the Council receive and file the 2022 Calendar for City events. Over the past couple of years, the City has added a number of events, such as Winter Wonderland, Memorial Day, and State of the City. Setting the schedule for City events will allow staff sufficient time for proper planning of all events.

Fiscal Impact

There is no impact.

Attachments

1. Resolution No. 2021-70
2. 2022 Calendar for City Events

ATTACHMENT 1

RESOLUTION NO. 2021-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, SETTING THE 2022 CALENDAR YEAR SCHEDULE FOR CITY COUNCIL MEETINGS AND VARIOUS OTHER IMPORTANT DATES

WHEREAS, the City Council periodically changes the date of regularly scheduled meetings and or cancels them as necessary; and

WHEREAS, setting a schedule for the 2022 calendar year will assist in managing City Council meeting agendas; and

WHEREAS, at its December 6, 2021 meeting, the City Council reviewed and considered the 2022 City Council Regular Meeting Schedule.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The 2022 City Council Regular Meeting Schedule is set as follows:

January 12	July 6
February 9	August – DARK
March 2	September 7
April 6	October 5
May 4	November 2
June 1	December 14

Section 2. The City Manager is hereby authorized to make changes to this schedule as necessary.

PASSED, APPROVED, AND ADOPTED on the 6th day of December, 2021.

Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

ATTACHMENT 2



2022 City of Canyon Lake Events

May (TBD) – Memorial Day Event

September 11, 2022 – 9/11 Event

October 20, 2022 – State of the City Event

November 8, 2022 – Election Day

November 11, 2022 – Veterans Day Event

December 3, 2022 – Winter Wonderland Event



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Mike Borja, Administrative Services Manager

DATE: December 6, 2021

SUBJECT: Adoption of Resolution No. 2021-79, Authorizing a Budget Adjustment in the Amount of \$4,000 for NPDES Services

Recommendation

That the City Council adopt Resolution No. 2021-79, authorizing a budget adjustment in the amount of \$4,000 for NPDES services.

Background

Over the past two years, the City has been stepping-up efforts to protect water quality in the lake. Operating under a United States Environmental Protection Agency (EPA) mandated National Pollutant Discharge Elimination System (NPDES), the City is a sub-permittee under Riverside County's Municipal Separate Storm Sewer System (MS4) permit. Failure to remain in compliance with the many requirements and strict standards associated with the MS4 permit can result not only in water quality issues but also steep fines for the City.

In order to remain in compliance, over the past two years the City has utilized the services of engineers at Interwest Consulting. While this arrangement has led to a vast improvement in the City's NPDES compliance efforts, the services have not completely covered all aspects that are required of the City to be fully in compliance, which has put a strain on in-house City staff. Interwest did provide a proposal to conduct all required NPDES work on behalf of the City in early 2020, but at an annual cost of \$76,800.

The City's Deputy Building Official was recently tasked to reach out to several other consulting firms that would be capable of providing the necessary services. After a thorough search, it has been determined that Willdan Engineering provides the complete range of NPDES services required at a cost that the City's General Fund budget can accommodate (not to exceed \$25,000 annually).

The approved budget for Fiscal Year 2021-2022 includes \$16,000 for professional services related to NPDES compliance. To date, expenditures have totaled \$6,344, leaving a balance

of \$9,656. It is possible that the City may receive final invoices from Interwest for work performed but not yet billed. It is estimated that costs related to the contract with Willdan for the remainder of Fiscal Year 2021-2022 will not exceed \$12,500. Thus, the amount already paid to Interwest plus the anticipated \$12,500 that will be paid to Willdan will total \$18,844, which is \$2,844 more than what is currently budgeted. Staff is suggesting a budget adjustment in the amount of \$4,000 in order to cover this shortfall along with any final expenses that may be billed under the Interwest contract.

If the budget adjustment is approved, Willdan Engineering will commence providing NPDES compliance services to the City on January 1, 2022.

Fiscal Impact

Additional expenditures in Account 515-6610 of the General Fund in an amount not to exceed \$4,000 for Professional/Specialized Services related to NPDES compliance.

Attachments

1. Resolution No. 2021-79

ATTACHMENT 1

RESOLUTION NO. 2021-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$4,000 FOR NPDES SERVICES

WHEREAS, over the past two years, the City has been stepping-up efforts to protect water quality in the lake; and

WHEREAS, operating under a United States Environmental Protection Agency (EPA) mandated National Pollutant Discharge Elimination System (NPDES), the City is a sub-permittee under Riverside County's Municipal Separate Storm Sewer System (MS4) permit; and

WHEREAS, failure to remain in compliance with the many requirements and strict standards associated with the MS4 permit can result not only in water quality issues but also steep fines for the City; and

WHEREAS, the City of Canyon Lake has been utilizing the services of Interwest Consulting to assist in the City's compliance with NPDES programs; and

WHEREAS, the City is in need of expanded NPDES services beyond what Interwest has been providing; and

WHEREAS, through a thorough search City staff has determined that Willdan Engineering provides the complete range of NPDES services required at a cost that the City's General Fund budget can accommodate.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council authorizes a budget adjustment in the amount of \$4,000 in account number 515-6610 of the General Fund for professional services related to NPDES compliance.

PASSED, APPROVED, AND ADOPTED on this 6th day of December, 2021.

Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Terry Shea, Finance Director

DATE: December 6, 2021

SUBJECT: Adoption of Resolution No. 2021-71, Approving the Canyon Lake Fire Department Deposit Based Fee Schedule for Fire Prevention Plan Review, Plan Checks and Inspections

Recommendation

That the City Council adopt Resolution No. 2021-71, approving the Canyon Lake Fire Department Deposit-Based Fee Schedule for fire prevention plan review, plan checks and inspections.

Background

Pursuant to the provisions of the California Constitution and the laws of the State of California, the City is authorized to adopt and implement fees, rates, and charges for municipal services, provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services. A city has the authority to impose fees, charges, and rates under its police power. As long as the local enactments are not in conflict with general laws, the power to impose valid regulatory fees is not dependent on any legislatively authorized taxing power but exists pursuant to the direct grant of police power under Cal. Const. art. XI, § 7.

A fee may not exceed the estimated reasonable cost of providing the service or facility for which the fee is charged. In addition, fees, charges, and rates must be reasonable, fair, and equitable in nature and proportionately representative of the costs incurred by the regulatory agency. In fixing the fee, it is proper and reasonable to take into account not only the expense merely of direct regulation, but all the incidental consequences that may be likely to subject the public to cost.

It is the City's goal to have a well-documented user fee structure that is based on a legally defensible methodology for calculating and establishing the City's development processing fees and other City rates, charges, and user fees, which will incorporate all direct and indirect costs of providing the services and will be compliant with applicable law, including the Mitigation Fee Act (Government Code §66000 et seq.).

Also, many of the City's fee applications are based on a deposit methodology. The fee schedule includes both fees and deposit minimums for the work performed by the Fire Department. Fire Department deposits are charged for applications or processes which require fire plan checking and inspections. City deposits are collected with an initial application, and staff and consultants bill their time and materials against the deposit during application processing. In some cases, generally for more complicated applications, the deposit is depleted, and the applicant must deposit additional funds to complete the application processing. However, in most cases, the deposit is sufficient to process routine applications and the unused portion of the deposit is refunded to the applicant at the conclusion of the planning process. It should be noted that the deposits are based on the time and materials estimated for a routine type of application in each category.

The City's fire protection services are transitioning from Riverside County Fire Department to its own Fire Department effective January 1, 2022, and as such Staff is recommending adopting the attached Fire Department Deposit Based Fee Schedule as used by the Riverside County Fire Department until the City can conduct a comprehensive user fee study. The proposed fire department deposit-based fee schedule is attached to the resolution as Exhibit A.

Conducting a comprehensive user fee study is not an annual requirement; it becomes worthwhile only over time as significant shifts in organization, local practices, legislative values, or legal requirements change. Staff will prepare a Request for Proposal for a Comprehensive Citywide User Fee and Rate Study and will include the costs in the Fiscal Year 2022-23 Annual Budget. The City's last fee study was performed in Fiscal Year 2017-18.

Fiscal Impact

For the potential fiscal impact please review the attached Schedule of Fire Department Deposit Based Fees. Predicting the amount to which any adopted fee increases will affect Department revenues is difficult to quantify, so in the short-term we will not rely on increased revenues to meet any specific expenditure plans. However, unless there is some significant, long-term change in activity levels at the City, the proposed amendments should over time enhance the City's revenue capabilities, providing it the ability to stretch other resources further for the benefit of the public.

City Council approval of the Fire Department Deposit Based Fees, and adoption of the proposed Resolution will adjust user fees at the recommended rates set forth therein. Staff recommends that the City Council: (a) conduct a Public Hearing to consider adopting the Fire Department Deposit Based Fees; and (b) adopt a Resolution establishing new City Fire Department plan review and inspection fees, charges, and user fees for various governmental services. If approved, the new user fees will take effect on January 1, 2022.

CEQA Determination:

Staff recommends that the City Council find that approval of the Fire Department Deposit Based Fees and adoption of the proposed Resolution adjusting user fees at the recommended rates set forth therein be found statutorily exempt under the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of CEQA Guidelines and

Section 21 080(b)(8) of the Public Resources Code. In accordance with such determination, City staff will file a Notice of Exemption immediately upon adoption of the proposed Resolution.

Attachments

1. Resolution No. 2021-71

ATTACHMENT 1

RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, ESTABLISHING AND ADOPTING FIRE DEPARTMENT DEPOSIT BASED FEES SCHEDULE

WHEREAS, California general law cities impose user fees and regulatory fees for services and activities they provide through provisions of the state Constitution as well as applicable law; and

WHEREAS, cities may perform broad activities related to their local police power and other service authority as defined in California Constitution. Article XI, Section 7 and 9 and cities also may establish fees for service through the framework defined in Article XIIC, Section 1; and

WHEREAS, the City currently contracts with the Riverside County Fire Department and uses the Riverside County adopted Fire Department Deposit Based Fee schedule; and

WHEREAS, in January 2022 the City will start its own Fire Department and as such will adopt the same schedule of fees until the City can perform a comprehensive user fee study; and

WHEREAS, the City has made available the Fire Department Deposit Based Fees schedule and has duly published notice of a public hearing regarding such fees; and

WHEREAS, on December 6, 2021, the City Council conducted a duly noticed public hearing and heard all comments for and against the adopting the schedule of fees; and

WHEREAS, the City Council finds from its review of the Fire Department Deposit Based Fees and the other documents on file for this matter (which are made a part of the record of this hearing) that the fees are related to a service or activity on which the fee is imposed that are under the control of the entity imposing the fee; that the amount of the fees as set out in the schedule do not exceed the reasonable cost of service provided, plus direct and indirect overhead; that these user fees and regulatory fees fall outside requirements for imposition of taxes, special taxes or fees imposed as incidences of property ownership pursuant to the provisions of State law and are not regulatory fees disallowed by Proposition 26; and that such fees and charges are not for traditional governmental services; and

WHEREAS, the City Council further finds that the revision of such fees and charges are for the purpose of meeting operating expenses of the City and that such action therefore is statutorily exempt from CEQA under Public Resources Code Section 21080 (b)(8) and Section 15273 of the CEQA guidelines.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Recitals set out above are true and correct.

Section 2. The adoption of fees, rates and charges as set out here is statutorily exempt from CEQA and staff is directed to take all necessary actions to prepare and file a Notice of Exemption.

Section 3. The City fees as set out in the Fee Schedule hereby are adopted as set out in Attachment A.

Section 4. This resolution shall take effect January 1, 2022. Those fees and charges for the Fire Department shall be effective January 1, 2022, upon adoption of this Resolution.

PASSED, APPROVED AND ADOPTED the 6th day of December, 2021.

Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

Exhibit A

Fire Department Deposit Based Fees

These are Deposit Based Fees and there may be additional money due prior to or after project final.

We do accept credit cards

Checks or Money Orders are to be made payable to:
City of Canyon Lake

Plans are reviewed in the order they are received.

Plan Review/Inspection	Min. Plan Sets	Deposit Base Fee
Building	2	\$1,056.00
Tenant Improvement Building	2	\$696.00
Fire Sprinkler (per riser)	3	\$614.00
Tenant Improvement Sprinkler	3	\$614.00
Residential Sprinkler	3	\$614.00
Fire Alarm System	3	\$627.00
Sprinkler Monitoring System	3	\$192.00
Suppression Systems	3	\$215.00
Aboveground Fuel Storage Tank (first tank)	3	\$217.00
- Each additional tank		\$32.00
High Pile or Rack Storage	3	\$348.00
Fire Flow Report	1	\$178.00
Technical Report – Research		\$584.00
Special Inspection		\$126.00
<i>Items not listed above are on a sliding scale starting at</i>		\$197.00 - Up



STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Chris Mann, City Manager *CM*
BY: Ana V. Sauseda, City Clerk
DATE: December 6, 2021
SUBJECT: 2022 Committee & Agency Assignments

Recommendation

That the City Council review and appoint Councilmembers to the various committees and agencies and direct the City Clerk to notify respective agencies of any changes and post the FPPC Form 806 to the City's website.

Background

Every year, the City Council reviews its representatives and alternates to various agencies as well as City committees to determine if any changes or additions are appropriate. Attached is a list of agencies to which the City Councilmembers are currently representing the City.

The City Clerk's Department has posted a Form 806, so action may be taken by the City Council. Following the City Council's selection of representatives, the City Clerk will notify the various agencies of any changes.

Fiscal Impact

There is no impact.

Attachments

1. Committee Roster for 2021
2. Blank Committee Roster for 2022

ATTACHMENT 1

2021 Committee & Agency Assignments

CITY OF CANYON LAKE COMMITTEE ASSIGNMENTS

STANDING COMMITTEES	Chair	Member	Meeting Date	Time	Place	
Finance & Planning Committee	KASEY	JEREMY	1st Wednesday	4:00 PM	Canyon Lake City Hall Council Chamber	
AD HOC COMMITTEES	Member	Member	Meeting Date	Time	Place	
Cannabis Committee	LARRY	DALE				
Fire Committee	LARRY	JEREMY				
Veterans Day Committee	KASEY				Canyon Lake City Hall Council Chamber	
REGIONAL AGENCY ASSIGNMENTS						
Canyon Lake Emergency Preparedness Committee	Stipend	Council Liaison	Staff Support	Meeting Date	Time	Place
	None	LARRY	MIKE	1st Thursday	6:30 PM	Canyon Lake City Hall Council Chamber
LESJWA - Lake Elsinore San Jacinto Watersheds Authority **	Stipend	Delegate	Alternate	Meeting Date	Time	Place
	None	DALE	KASEY	3rd Thursday	3:00 PM	EVMWD, 31315 Chaney St, Lake Elsinore
LOSSAN - Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency **	Stipend	Board Member	*****	Meeting Date	Time	Place
		JEREMY				
Move I-15 Through Temecula Valley Task Force	Stipend	Committee Member	Committee Member	Meeting Date	Time	Place
	None	JEREMY	LARRY	Quarterly	TBD	TBD
Public Entity Risk Management Authority (PERMA) **	Stipend	Member	Alternate	Meeting Date	Time	Place
	None	CHRIS	MIKE	6x per year		Rancho Mirage
Quail Valley Environmental Coalition (501C3)	Stipend	Member	Member	Meeting Date	Time	Place
	None	DALE	KASEY	Quarterly	4:00 PM	Volunteer Fire Hall 23890 La Bertha Ln, Quail Valley
RCA - Western Riverside County - Regional Conservation Authority **	Stipend	Board Member to the RCA Board of Directors	Alternate Board Member to the RCA Board of Directors	Meeting Date	Time	Place
	\$100	LARRY	JEREMY	1st Monday	1:00 PM	4080 Lemon St, 1st Floor, Riverside
RCTC - Riverside County Transportation Commission **	Stipend	Commissioner	Commissioner Alternate	Meeting Date	Time	Place
	\$100	JEREMY	LARRY	2nd Wednesday		4080 Lemon St, 1st Floor, Riverside
RTA - Riverside Transit Agency **	Stipend	Director	Alternate Director	Meeting Date	Time	Place
	\$150	JEREMY	LARRY	4th Thursday	2:00PM	4080 Lemon St, 1st Floor, Riverside

SCAG - Southern California Association of Governments Transportation Committee **	Stipend	Transportation Committee Member	-----	Meeting Date	Time	Place
	\$120	JEREMY Member	-----	Meeting Date	Time	Place
SCFA - Executive Management Committee **	None	TYLER Member	-----	As Needed		Murietta City Hall
SCFA - JPA (Animal Friends) **	None	Board Member KASEY	Alternate Board Member LARRY	As Needed		33751 Mission Trail, Wildomar
VECTOR - Northwest Mosquito and Vector Control District **	None	Trustee	Alternate Trustee	Meeting Date	Time	Place
	\$100	DALE Board Member	-----	3rd Thursday	3:00 PM	1966 Compton Ave., Corona
WCE - Western Community Energy **	None	KASEY Member	-----	Meeting Date	Time	Place
WCE - Technical Advisory Committee **	None	CHRIS Executive Committee Member	-----	Meeting Date	Time	Place
WRCOG - Western Riverside Council of Governments Executive Committee **	None	KASEY Committee Member	Executive Committee Member Alternate LARRY	Meeting Date	Time	Place
	\$150	KASEY Committee Member	-----	1st Monday	2:00 PM	4080 Lemon St, 1st Floor, Riverside
WRCOG - Technical Advisory Committee **	None	CHRIS Committee Member	-----	Meeting Date	Time	Place

ATTACHMENT 2

2022 Committee & Agency Assignments

CITY OF CANYON LAKE COMMITTEE ASSIGNMENTS

STANDING COMMITTEES	Chair	Member	Meeting Date	Time	Place
Finance & Planning Committee			1st Wednesday	4:00 PM	CL City Hall Administration Office
AD HOC COMMITTEES	Member	Member	Meeting Date	Time	Place
Veterans Day Committee					CL City Hall Administration Office
Scholarship Committee					CL City Hall Administration Office
Spirit of Canyon Lake Award Committee					CL City Hall Administration Office
9/11 Event Committee					CL City Hall Administration Office

REGIONAL AGENCY ASSIGNMENTS

	Stipend	Council Liaison	Staff Support	Meeting Date	Time	Place
Canyon Lake Emergency Preparedness Committee	None			1st Thursday	6:30 PM	Canyon Lake City Hall Council Chamber
LESJWA - Lake Elsinore San Jacinto Watersheds Authority **	Stipend	Delegate	Alternate	Meeting Date	Time	Place
	None			3rd Thursday	3:00 PM	EVMWD, 31315 Chaney St, Lake Elsinore
Move I-15 Through Temecula Valley Task Force	Stipend	Committee Member	Committee Member	Meeting Date	Time	Place
	None			Quarterly	TBD	TBD
Public Entity Risk Management Authority (PERMA) **	Stipend	Member	Alternate	Meeting Date	Time	Place
	None			6x per year		Rancho Mirage
RCA - Western Riverside County - Regional Conservation Authority **	Stipend	Board Member to the RCA Board of Directors	Alternate Board Member to the RCA Board of Directors	Meeting Date	Time	Place
	\$100			1st Monday	1:00 PM	4080 Lemon St, 1st Floor, Riverside
RCTC - Riverside County Transportation Commission **	Stipend	Commissioner	Commissioner Alternate	Meeting Date	Time	Place
	\$100			2nd Wednesday		4080 Lemon St, 1st Floor, Riverside
RTA - Riverside Transit Agency **	Stipend	Director	Alternate Director	Meeting Date	Time	Place
	\$150			4th Thursday	2:00PM	4080 Lemon St, 1st Floor, Riverside
SCAG - Southern California Association of Governments Transportation Committee **	Stipend	Transportation Committee Member	.....	Meeting Date	Time	Place
	\$120					
SCFA - Executive Management Committee **	Stipend	Member	.....	Meeting Date	Time	Place
	None			As Needed		Murietta City Hall
SCFA - JPA (Animal Friends) **	Stipend	Board Member	Alternate Board Member	Meeting Date	Time	Place
	None			As Needed		33751 Mission Trail, Wildomar
VECTOR - Northwest Mosquito & Vector Control District **	Stipend	Trustee	Alternate Trustee	Meeting Date	Time	Place
	\$100			3rd Thursday	3:00 PM	1966 Compton Ave., Corona
WRCOG - Western Riverside Council of Governments Executive Committee **	Stipend	Executive Committee Member	Executive Committee Member Alternate	Meeting Date	Time	Place
	\$150			1st Monday	2:00 PM	4080 Lemon St, 1st Floor, Riverside
WRCOG - Technical Advisory Committee **	Stipend	Committee Member	.....	Meeting Date	Time	Place
	None					



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Mike Borja, Administrative Services Manager

DATE: December 6, 2021

SUBJECT: Adoption of Resolution No. 2021-72, Awarding a Contract to Cotter Construction for the ADA Improvements Project BID No. 2021-03

Recommendation

That the City Council adopt Resolution No. 2021-72 awarding a contract to Cotter Construction for the ADA Improvements Project BID No. 2021-03, for the property located at 31540-42 Railroad Canyon Road in the Canyon Lake Towne Center.

Background

On October 25, 2021, bids were received and revealed for the City's ADA Improvements Project at 31540-42 Railroad Canyon Road, with the anticipation to award the project at the December 6, 2021 City Council meeting. The project consists of repairs to the sidewalk and drainage, entryway doorways & thresholds, and restroom improvements, as outlined in the previously approved ADA Accessibility Report for the building. The bids that were received and opened on October 25, 2021, were as follow:

- **Cotter Construction - \$135,500**
- **Zoran Construction Group, Inc. - \$247,000**

City staff reviewed the bids as well as the qualifications and past experiences of each of the two contractors. After careful review, City staff is recommending that the City Council award the ADA Improvement Project to Cotter Construction as the lowest and best bid received. City staff also recommends that the City Council authorize a construction contingency of 10% for any unforeseen expenses.

The agreement with Cotter Construction has been included with Resolution No. 2021-72 as Exhibit A.

Fiscal Impact

Per the City's current Fiscal Year 21/22 budget, the City Council has approved expenditures towards building improvements in the amount of \$48,817 for the property to

address both exterior and interior ADA deficiencies. At the request of the City Manager, and with the approval from the County of Riverside Department of Housing Homelessness Prevention & Workforce Solutions (HHPWS), previously approved FY21/22 CDBG allocation of \$22,950 was reallocated to the ADA Improvement Project, bringing the City's total current CDBG allocation to \$71,767.

In addition to help fund the remaining cost of the project, County of Riverside Department of Housing Homelessness Prevention & Workforce Solutions has agreed to advance future CDBG allocations for the fiscal years of 22/23, 23/24, and 24/25 in the amount of \$25,761 for each fiscal year. This advancement brings the total overall CDBG allocation to \$149,050. With this amount exceeding the already approved FY21/22 budget of \$48,817, a budget adjustment in the amount of \$100,233 in the City's Rental Fund 60, Account# 8014 is required.

Because this project is funded with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development, the County of Riverside Department of Housing Homelessness Prevention & Workforce Solutions will reimburse the City of Canyon Lake for the entire cost at the completion of the project.

Attachments

1. Resolution No. 2021-72
2. Bid Documents

ATTACHMENT 1

RESOLUTION NO. 2021-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AWARDED A CONTRACT TO COTTER CONSTRUCTION FOR THE ADA IMPROVEMENTS PROJECT BID NO. 2021-03

WHEREAS, the City of Canyon Lake authorized the receipt of bids for the ADA Improvements Project BID No. 2021-03 at 31540-42 Railroad Canyon Road in the Canyon Lake Towne Center; and

WHEREAS, pursuant to the bid authorization, the City received sealed competitive bids for the ADA Improvements Project before 2 p.m. on October 25, 2021; and

WHEREAS, two (2) sealed bids were received and opened on October 25, 2021, in accordance with the advertised date for acceptance of bids from the following vendors:

- **Cotter Construction - \$135,500**
- **Zoran Construction Group, Inc. - \$247,000**

; and

WHEREAS, City staff reviewed the bids as well as the qualifications and past experiences of each of the three contractors and recommend that the City Council award the contract to Cotter Construction as the lowest and best bid.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council awards the contract to Cotter Construction for an amount not to exceed \$135,500 for the ADA Improvements Project BID No. 2021-03, plus a construction contingency of 10% for any unforeseen expenses.

Section 2. The City Council authorizes the City Manager to execute any and all documents necessary to complete the ADA Improvements Project BID No.2021-03 attached hereto as Exhibit A.

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Section 3. The City Council authorizes a budget adjustment in the amount of \$100,233 in account number 560-8014 for the completion of the ADA Improvement Project.

PASSED, APPROVED, AND ADOPTED on this 6th day of December, 2021.

Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

Exhibit A

CITY OF CANYON LAKE
PUBLIC WORKS AGREEMENT NO. 2021-03

ADA IMPROVEMENTS PROJECT 31540-42 RAILROAD CANYON RD
BID NO. 2021-03

This Contract and Agreement is made and effective this 6th day of December 2021, by and between the City of Canyon Lake, a California general law City ("CITY"), located at 31516 Railroad Canyon Road, Canyon Lake, CA 92587, and Cotter Construction ("CONTRACTOR").

WITNESSETH:

WHEREAS, CITY desires to hire a company to provide repair services pursuant to CITY specifications and duly developed, prepared, and implemented a bid for such work; and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for such services indicating that it has the requisite personnel and ADA IMPROVEMENTS PROJECT 31540-42 RAILROAD CANYON RD. BID NO. 2021-03;

NOW, THEREFORE, it is mutually understood and agreed by CITY and CONTRACTOR as follows:

ARTICLE 1.
COMPLETE AGREEMENT

A. The complete Agreement shall consist of the following component parts: This Agreement, and Amendments, if any; the Notice Inviting Bids; the Bid Terms and Conditions and Instructions to Bidders; the signed Bid Proposal, the Subcontractor List if a portion of the work is to be performed by a subcontractor, the non-collusion Affidavit, the accepted CONTRACTOR's bid, dated OCTOBER 25, 2021, including all attached documents; the required bond(s) fully executed, if any; each of the component parts of the bid documents; and the addenda, if any. Agreement between CITY and CONTRACTOR and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated.

This instrument and the other documents mentioned above in this Article 1 constitute the complete and exclusive statement of the term(s) and condition(s) of the Agreement between CITY and CONTRACTOR and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. In the event of any discrepancy between or among the portions of the Agreement Documents, the following shall take precedence: (a) Change Orders/ Amendments/ Modifications; (b) this Agreement; (c) the accepted CONTRACTOR's proposal; (d) Addenda, if any; and (e) the solicitation, if any.

C. CITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically authorized by signed written amendment to this Agreement issued in accordance with the provisions of this Agreement.

CITY OF CANYON LAKE
PUBLIC WORKS AGREEMENT NO. 2021-03

ADA IMPROVEMENTS PROJECT 31540-42 RAILROAD CANYON RD
BID NO. 2021-03

ARTICLE 2.
SCOPE OF WORK

A. CONTRACTOR shall provide all labor, materials, equipment, and services required to perform the Statement of Work attached hereto as the ADA IMPROVEMENTS PROJECT 31540-42 RAILROAD CANYON RD. BID NO. 2021-03 and incorporated herein by this reference.

Furthermore, CONTRACTOR shall perform the Statement of Work in accordance with the Bid Sheet attached hereto as ADA IMPROVEMENTS PROJECT 31540-42 RAILROAD CANYON RD. BID NO. 2021-03 and incorporated herein by this reference.

B. All services and equipment shall be provided at the times and places designated by the CITY.

ARTICLE 3.
TERM

This contract shall commence on December 13, 2021 and end on or before the 60th working day after receiving the Notice to Proceed. City has the option of extending the contract after this date, based on the performance of the Contractor. All work shall commence immediately upon receiving a written Notice to Proceed from the CITY.

Accordingly, City and Contractor agree that liquidated damages in the amount of two hundred fifty dollars (\$250) for each calendar day the Project remains incomplete beyond the Completion Date is a reasonable sum to assess as liquidated damages due to City by reason of the failure of Contractor to complete the Project. City may deduct the amount of liquidated damages from any payment due or that may become due to Contractor under this Contract. Progress payment made after the Completion Date shall not constitute a waiver of liquidated damages.

ARTICLE 4.
MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including, but not limited to obligation for CONTRACTOR's costs and profit), shall be ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED dollars (\$135,500) for the Scope of Work which shall include all amounts payable to CONTRACTOR for its labor, subcontracts, leases, materials, equipment, the deliverables, and costs arising from CONTRACTOR's performance of this Agreement. CONTRACTOR exceeds the maximum cumulative amount at its own risk and expense.

ARTICLE 5.
PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 4

CITY OF CANYON LAKE
PUBLIC WORKS AGREEMENT NO. 2021-03

ADA IMPROVEMENTS PROJECT 31540-42 RAILROAD CANYON RD
BID NO. 2021-03

below, CITY shall pay CONTRACTOR for work satisfactorily completed in accordance with the terms of the contract.

B. **Monthly Payment** CITY shall make payments based on invoices received for services satisfactorily performed.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3, Chapter 1 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests that are not timely made in accordance with that Article. This agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

A deduction of five percent (5%) shall be made from the estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, and from the remainder there shall be further deducted any amounts due the City from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the City under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress estimate for that month.

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

ARTICLE 6.
PREVAILING WAGES

Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform to those posted at the CITY offices and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

- | | |
|---------------------------|--|
| 1. Section 1773.8 | Travel and Subsistence Pay |
| 2. Section 1774 | Prevailing Wage Requirement |
| 3. Section 1775 | Penalty for Failure to Comply with Prevailing Wage |
| Rates | |
| 4. Section 1776 | Payroll Records |
| 5. Section 1777.4 | Apprenticeship Requirements |
| 6. Section 1777.5 | Apprenticeship Requirements |
| 7. Sections 1810 and 1811 | Working Hour Restrictions |

CITY OF CANYON LAKE
PUBLIC WORKS AGREEMENT NO. 2021-03

ADA IMPROVEMENTS PROJECT 31540-42 RAILROAD CANYON RD
BID NO. 2021-03

- | | |
|-----------------|-------------------------------------|
| 8. Section 1813 | Penalty for Failure to Pay Overtime |
| 9. Section 1815 | Overtime Rate Requirement |

ARTICLE 7.
CONTRACTOR'S LICENSE

At the time of commencing work and throughout the Project duration, CONTRACTOR shall be in possession of a valid California State Contractor's License, applicable building license and certifications as listed below:

- o City of Canyon Lake Business License
- o Class 'A' General Contractor License

Furthermore, CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that ANDREW COTTER, whose title is OWNER, is authorized to act for and bind the corporation.

ARTICLE 8.
REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code, CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing. The CONTRACTOR must submit certified payroll prior to any payment for work performed.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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**ARTICLE 9.
NOTICES**

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be affected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, or postage prepaid and addressed as follows:

To CITY: City of Canyon Lake
 31516 Railroad Canyon Road
 Canyon Lake, CA 92587

To CONTRACTOR: Cotter Construction
 29903 Gulf Stream Drive
 Canyon Lake, CA 92587

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ARTICLE 10.
INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to CITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be considered exclusively to be employees of CONTRACTOR and not employees of CITY. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

ARTICLE 11.
INSURANCE

The bidder shall not commence work under this contract until it has secured all insurance and bonds required nor shall it allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the CITY in writing.

Without limiting Contractor's indemnification of CITY, and prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below, and in a form satisfactory to CITY.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and \$2,000,000 completed operations aggregate.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than \$4,000,000 that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

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- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insured under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees,

Contractor shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY and their officers, officials, agents, employees, and authorized volunteers.

Other provisions or requirements:

Proof of insurance. Contractor shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, their agents, representatives, employees, or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.

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Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and their officers, officials, employees, agents, and authorized volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered,

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or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. Contractor shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Contractor agrees to provide immediate notice to CITY of any claim or loss against contractor that includes CITY as a defendant. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. In the event of any loss that is not insured due to the failure of to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the CITY, or the CITY's employees as a result of such failure.

Contractor agrees not to attempt to avoid its defense and indemnity obligations to CITY and its employees, agents, officials, and servants by using as a defense contractor's statutory immunity under workers' compensation and similar statutes.

Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which contractor conducts operations of any type on behalf of CITY. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of contractor.

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross-liability exclusions that preclude coverage for suits between contractor and CITY or between CITY and any party associated with CITY or its employees.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.

Contractor agrees that upon request, all agreements with subcontractors or others with whom contractor contracts with on behalf of CITY will be submitted to CITY for review. Contractor acknowledges that such contracts or Agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of CITY to request copies of such agreement will not impose any liability on CITY, or its employees.

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If contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insured

ARTICLE 12.
CHANGES

By written notice or order, CITY may, from time to time, order work suspension or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to CITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify CITY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the agreement as changed.

ARTICLE 13.
CONTRACTOR CLAIMS OF \$375,000 OR LESS

Claims by the CONTRACTOR relating to the Project for (a) a time extension; (b) money or damages arising from work done by, or on behalf of, the CONTRACTOR on the Project for which payment is not expressly provided for or to which the CONTRACTOR is not otherwise entitled; or (c) an amount that is disputed by the CITY, with a value of Three Hundred Seventy Five Thousand Dollars and 00/100 (\$375,000.00) or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and California Public Contract Code Sections 20104 through 20104.6, incorporated by reference. Notwithstanding, statutory Govt. Code Claims procedures apply to any dispute that remains unresolved or to amounts in excess of this limit.

Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the CONTRACTOR to the CITY. The provisions of Section 9204 are attached as **Exhibit A** and included by reference.

ARTICLE 14.
TERMINATION

A. Termination Prior to Expiration of Term CITY reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to CONTRACTOR. Upon receipt of any notice of termination, pursuant to this Section, CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. CONTRACTOR shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer.

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B. Termination for Default of CONTRACTOR If termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, CITY may take over work and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation stipulated for the purpose of setoff or partial payment of the amounts owed to the CITY.

ARTICLE 15.
INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

In addition to any other indemnification provisions of the Contract Documents, and specifically indemnifications for hazardous materials, Contractor shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY and its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to CITY, its employees, and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance or subject

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matter of this agreement. In the event contractor fails to obtain such indemnity obligations from others as required here, contractor agrees to be fully responsible according to the terms of this section.

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

**ARTICLE 16.
ASSIGNMENT AND SUBCONTRACTING**

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of CITY. Consent by CITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

**ARTICLE 17.
RECORD AUDIT**

Under California Government Code, Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000), any records or documents of both the CITY and the CONTRACTOR shall be subject to examination, audit, and/or copying at any time during regular business hours by the Auditor General for a period of three (3) years after final payment, upon oral or written request of the CITY.

**ARTICLE 18.
CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied.

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The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

ARTICLE 19.
SUBSURFACE HAZARDOUS MATERIALS

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law that pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20.
PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

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**ARTICLE 21,
LEGAL PROVISIONS**

- A. **Governing Law.** The laws of the State of California shall govern this agreement.
- B. **Compliance with applicable laws.** CONTRACTOR and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder.
- C. **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- D. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Riverside County.
- E. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF CANYON LAKE

CONTRACTOR

Date: _____

Date: _____

By: **CHRIS MANN, City Manager**

By: **COTTER CONSTRUCTION, Contractor**

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EXHIBIT A

Public Contract Code Section 9204:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, CITY, special CITY, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

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- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the

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claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor

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presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2023, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2023, deletes, or extends that date.

ATTACHMENT 2

Bid Proposal – Cotter Construction

**AFFIDAVIT OF NON-COLLUSION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

**ADA IMPROVEMENT PROJECT
31540-42 RAILROAD CANYON ROAD - BID No. 2021-03**

State of California)
County of Riverside) ss

Andrew Cotter, being first duly sworn, deposes and says that he/she is of Cotter Construction, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and neither collusive nor sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: [Signature]
Signature (CONTRACTOR)

Owner Andrew Cotter
Title (CONTRACTOR)

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

Subscribed and sworn (affirmed)
to before me this

20th day of October, 2021

[Signature]
Signature of Officer Administering Oath
(NOTARY PUBLIC)



CONTRACTOR'S PROPOSAL

Date October 20 2021

To the City of Canyon Lake:

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:

Andrew Cotton

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this bid proposal is made without collusion with any person, firm or corporation.

(c) That he has carefully examined the location of the proposed work and has familiarized himself with all the physical and climatic conditions and makes this bid proposal solely upon his own knowledge.

(d) That by submitting this bidder's Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the City of Canyon Lake to him at the address furnished by him to the City of Canyon Lake when this bid proposal form was obtained.

(e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid proposal in accordance therewith.

(f) That, if this bid proposal is accepted, he will enter into a written contract for the performance of the proposed work with the City.

(g) That he proposes to enter into such contract and to accept in full payment for the work done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates, and that the unit prices will apply to the actual quantities whatever they may be.


Accompanying this bid proposal is a certified or cashier's check or bidder's bond, payable to the order of the City in the amount of

10% of the amount bid DOLLARS (\$ 10% of Bid) Said BIDDER's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state as a "California admitted insurer".

It is understood and agreed that should the bidder fail within ten business days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said cash, check, or bidder's bond, shall become the property of the City of Canyon Lake, but if this contract is entered into and said bonds are furnished, or if the bid is not accepted then said check or cash shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

Andrew Cotter
Print Name of Bidder

29903 Gulf Stream Dr. Canyon Lake CA 92587 951-833-7842
Street Address City Zip Code Telephone Number


Signature of BIDDER

BID SCHEDULE- SCOPE OF WORK

SPECIFIC TERMS AND CONDITIONS

Pursuant to the Notice Inviting Bids, the undersigned hereby proposes and agrees that on award by the City under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for **ADA IMPROVEMENT PROJECT - 31540-42 RAILROAD CANYON ROAD BID No. 2021-03**, in accordance with the Scope of Work and Specifications therefore adopted and on file with the City within the time hereinafter set forth and at the prices named in this Bid as follows:

ITEM	DESCRIPTION	PRICE (MONTHLY)	PRICE (ANNUALLY)
1	Demo and install new walkway around building approximately 1953 sq ft of standard gray broom finish concrete. Includes a patio option of either a 1) 12' wide patio - Approximately 336 sq.ft total with standard gray broom finish concrete at back corner; or 2) 6' wide patio - Approximately 240 sq.ft total with standard gray broom finish concrete at back corner.	\$	\$ <i>52,650</i>
2	Install a maximum of 250 ln ft of 6" drain line across the front of the building, down the side and out to edge of slope. Includes approximately qty ten (10) 10" sq landscape drain boxes throughout. Install a V ditch drainage 36" wide 5" thick approximately 150 ln.ft max standard gray cement with 2 # 4 rebar down the length.	\$	\$ <i>47,500</i>
3	Installing ADA complaint entry doorways of the building including rear sliding doors	\$	\$ <i>23,000</i>
4	Implementing all ADA requirements to each restroom three (3) in total of the building	\$	\$ <i>12,350</i>
TOTAL		\$	\$ <i>135,500</i>

Sub Total Item 1 - 4 \$ *135,500.00*

TOTAL AMOUNT BASE BID IN FIGURES \$ *135,500.00*

TOTAL AMOUNT BASE BID IN WORDS
One hundred thirty five thousand and five hundred dollars and 00

BID PROPOSAL FORM

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Cotter Construction
_____ as principal, and

Old Republic Surety Company _____ as surety, are held and firmly bound unto the City, hereinafter "City" in the sum to ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent (10%) of the Amount Bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above-mentioned bid to the City for column repair services specifically described as follows,* for which bids are to be opened at the City of Canyon Lake, City Hall, on October 25, 2021 [time] at ** [address].

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid proposal, and files the two bonds with the City, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

*ADA Improvement Project 31540-42 Railroad Canyon Road- Bid No. 2021-03

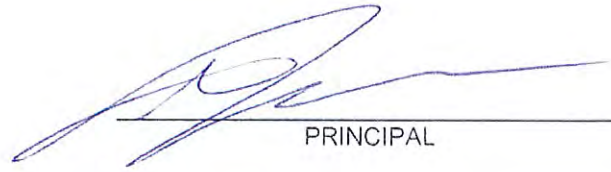
**31516 Railroad Canyon Road, Canyon Lake, CA 92587

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 21st
day of October, 2021

Cotter Construction _____ (seal)

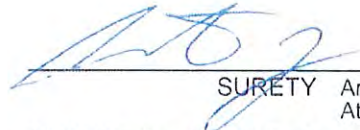
_____ (seal)

_____ (seal)



PRINCIPAL (seal)

Old Republic Surety Company _____ (seal)



SURETY Arturo Ayala
Attorney-in-Fact
14728 Pipeline Ave., Suite E, Chino, CA 91709 _____ (seal)
ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged.

ACKNOWLEDGMENT

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

State of California
County of Orange

On 10/21/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Arturo Ayala
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



OLD REPUBLIC SURETY COMPANY

Bond No. CSBA-19025

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make constitute and appoint: Daniel Huckabay, Arturo Ayala, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong of Orange, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 13th day of May 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 13th day of May, 2020, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 7242



Signed and sealed at the City of Brookfield, WI this 21st day of October, 2021.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-05)

CSBA


SUBCONTRACTOR LIST

In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General contractor in or about the column repair in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

Name of Subcontractor on License	Address of Office	License Number	Work to be completed by subcontractor

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

10-20-21
 Dated _____



 BIDDER Signature

AFFIDAVIT FOR CO-PARTNERSHIP FIRM

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

_____, being first duly sworn,
deposes and says:

That he is a member of the co-partnership firm designated as _____

_____ which is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City or any person interested in the proposed contract, for himself or for any other person.

That he has been and is duly vested with authority to make and sign instruments for the co-partnership by _____

who constitute the other members of the co-partnership.

Signature

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

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20____

Signature of Officer Administering Oath
(NOTARY PUBLIC)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

_____, being first duly sworn,
deposes and says:

That he is _____ of,

a corporation which is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Recreation City or any person interested in the proposed contract, for himself or for any other person.

Signature

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

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20__

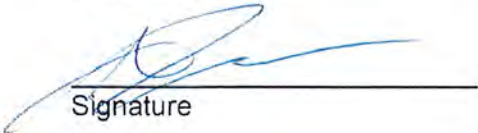
Signature of Officer Administering Oath
(NOTARY PUBLIC)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA)
) ss
COUNTY OF Riverside)

Andrew Cotter _____, being first duly sworn,
deposes and says:

That he is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the Recreation City or any person interested in the proposed contract, for himself or for any other person.



Signature

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

Subscribed and sworn (affirmed)
to before me this

20th day of October, 2021



Signature of Officer Administering Oath
(NOTARY PUBLIC)



AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

_____, being first duly sworn,
deposes and says:

That he is _____ of,

_____,
one of the parties submitting the foregoing bid proposal as a joint venture and that he has been
and is duly vested with the authority to make and sign instruments for and on behalf of the parties
making said bid proposal who are:

that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a
sham bid proposal or that such other person shall refrain from bidding; and has not in any manner
sought by collusion to secure any advantage against the Recreation City or any person interested
in the proposed contract, for himself or for any other person.

Signature

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

Subscribed and sworn (affirmed)
to before me this

_____ day of _____, 20__

Signature of Officer Administering Oath
(NOTARY PUBLIC)

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter referred to as "Contractor" as PRINCIPAL, and _____

_____ as SURETY, are held and firmly bound unto the City of Canyon Lake, hereinafter referred to as the "City", in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum, will and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said contract has been awarded and is about to enter into the annexed contract with said CITY for consideration of the work under the specification entitled **ADA IMPROVEMENT PROJECT – 31540-42 RAILROAD CANYON ROAD, BID No. 2021-03** and is required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his part to be done and performed at the time and in the manner specified herein; this obligation shall be null and void; otherwise it shall be and in full force and effect;

PROVIDED, that any alterations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said contract shall not in any way release said Contractor or the Surety thereunder nor shall any extension of item granted under the provisions of said contract release either said Contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by such Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

_____ day of _____, 20_____.

PRINCIPAL SURETY

BY: _____ BY: _____
(SEAL) (SEAL)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
hereinafter referred to as "Contractor" as PRINCIPAL, AND _____

as SURETY, are held and firmly bound unto the CITY hereinafter referred to as the "City," in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contract has been awarded and is about to enter into the annexed contract with said City for construction of the work under the City's specification entitled **ADA IMPROVEMENT PROJECT – 31540-42 RAILROAD CANYON ROAD, BID No. 2021-03** required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for any materials, provisions, provender or other supplies, or for the use of implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also in case suit is brought upon this bond, a reasonable attorney's fee, to be fined by the court. This bond shall be for the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____
day of _____, 20____.

PRINCIPAL	SURETY
BY: _____ (SEAL)	BY: _____ (SEAL)



October 4, 2021

ADDENDUM #1

**BID No. 2021-03 ADA Improvement Project – 31540-42 Railroad Canyon Road
Correction: Pre-Bid Meeting/Walkthrough Dates & Work Order Description**

PRE-BID MEETING/WALKTHROUGH

The City has designated the following two dates for pre-bid meetings/walkthroughs:

- October 13, 2021 – 9am-12pm
- October 19, 2021 – 9am-12pm (if necessary)

WORK ORDER DESCRIPTION

Under the Bid Schedule-Scope of Work, the specification provides a basic work order description for the listed items of work to complete. A more thorough description of the work order is provided below:

- **Replacement of sidewalks and area drain system**
 - · Mobilize
 - · Clear and Grub Existing Grass Area 3200 SF
 - · Remove Existing Drainage System
 - · Trench, Backfill for New Drainage System
 - · Install 4" Storm Drain 280 LF
 - · Install 12" Area Drain every 20 LF. 14 ea.
 - · Demo Existing Concrete Sidewalk 1710 SF
 - · Demo Existing Stairs
 - · Dowel for new curb. 50ea
 - · Install New Curb to Divert Water. 60LF
 - · Scarify, Compact and rough grade for new sidewalk
 - · Export Soil as Needed. 40CY
 - · Install new 4" Concrete Sidewalk w/#4 rebar 18" o.c. 2,700 SF
 - · Backfill along New Concrete Sidewalk
 - · Re-sod areas disturbed during construction
 - · Clean up Job Site
 - · De-mobilize



- **Door Repair Work**

- Furnish and Install (3) Single Door Storefront Doors Remove Single Sliding Doors Total of (3) - 3'-6" x 7' x 1-3/4" Wide Stile, Aluminum Framed Entrance Doors Including Glazing, Trim And Hardware
 - Add 1" Insulated Glazing
 - 7' High with Horizontal Mullion, 2-1/2" x 5" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly
 - Add For Black Color Class I Anodized Finish
 - For 1-7/16" x 4-5/8" x 1/4" Steel Reinforcing, Storefront Framing
- Install new Exit Devices for 3 New Double Doors - 3' Push Bar Exit Device, Concealed Vertical Rods, Narrow Stile Aluminum anodized finish
 - Add For Duranodic Dark Bronze US313 (BHMA 710) Finish
- Install New Door Closers for 3 New Double Doors - Surface Mounted Heavy-Duty Door Closer
 - Add For Hold Open Arm
- Remove and Replace Threshold for 10 Single Doors (Beveled Edge) - 2-1/4" Width, 3/16" Height, Brass/Bronze Saddle Threshold (Pemko 173B)
- Remove and Replace Threshold for (1) Double Door 6 LF total - 2-1/4" Width, 3/16" Height, Brass/Bronze Saddle Threshold (Pemko 173B)

Repair Work for Restrooms

Men's Restroom (Interior)

- Installation of new toilet with flush valve on the open side of the water closet except in ambulatory accessible compartments
- Installation of new grab bar meeting the minimum of one- and one-half inch clearance from top of water closet tank
- Installation of new operable door locksets at restroom doors

Woman's Restroom (Interior)

- Installation of new grab bar meeting the minimum of one- and one-half inch clearance from top of water closet tank
- Installation of proper height requirements for mirrors located above lavatories or countertops
- Installation of new operable door locksets at restroom doors

Exterior Restroom

- Installation of new operable door locksets at restroom doors
- Installation of new proper accessible restroom signs



www.canyonlakeca.gov

☎ 951.244.2955

☎ 951.246.2022

- Installation of new proper placement of lavatory meeting all requirements
- Installation of new proper height requirements for mirrors located above lavatories or countertops
- Installation of new proper towel dispenser not exceeding grab portion of the dispenser.
- Installation of new grab bar meeting the minimum of one- and one-half inch clearance from top of water closet tank
- Installation of new toilet with flush valve on the open side of the water closet except in ambulatory accessible compartments
- Reinstallation of water closet from the finish wall to the center line of the fixture

If you have any questions, please feel free to contact Bill Blankenship, City Project Manager, at (951) 206-9020

Thank you,

Mike A. Borja
Administrative Services Manager

**Bid Proposal –
Zoran Construction Group Inc.**

**CITY OF CANYON LAKE
REQUEST FOR BIDS**

FOR

**ADA Improvement Project
31540-42 Railroad Canyon Road
BID NO. 2021-03**

BID CONTENT:

- Contractor's Proposal Form
 - Bidder's Bond Form
 - Subcontractor List if any
 - Experience Qualifications – Similar Services Contract References (3)
 - Affidavit for Non-Collusion (appropriate form for company bidding)
- Addendum 1 & 2 Acknowledgement

**BIIDER:
ZORAN CONSTRUCTION GROUP, INC
LICENSE # 716429, CLASS A/ B
DIR # 1000046440**

CONTRACTOR'S PROPOSAL

Date October 25 2021

To the City of Canyon Lake:

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:

Zoran Djuric/ President

Zoran Construction Group, Inc.

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name, under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this bid proposal is made without collusion with any person, firm or corporation.

(c) That he has carefully examined the location of the proposed work and has familiarized himself with all the physical and climatic conditions and makes this bid proposal solely upon his own knowledge.

(d) That by submitting this bidder's Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the City of Canyon Lake to him at the address furnished by him to the City of Canyon Lake when this bid proposal form was obtained.

(e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid proposal in accordance therewith.

(f) That, if this bid proposal is accepted, he will enter into a written contract for the performance of the proposed work with the City.

(g) That he proposes to enter into such contract and to accept in full payment for the work done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are estimates, and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid proposal is a certified or cashier's check or bidder's bond, payable to the order of the City in the amount of

10% PERCENT OF \$247,000 DOLLARS (\$ 24,700.00) Said

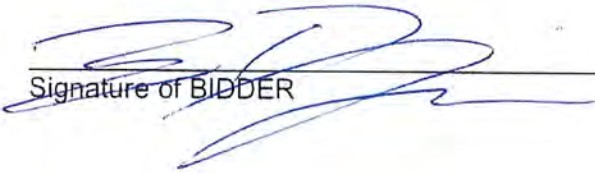
BIDDER's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state as a "California admitted insurer".

It is understood and agreed that should the bidder fail within ten business days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said cash, check, or bidder's bond, shall become the property of the City of Canyon Lake, but if this contract is entered into and said bonds are furnished, or if the bid is not accepted then said check or cash shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

Zoran Construction Group,
Inc

Print Name of Bidder

394 State Place, Escondido, CA	92029	858-746-4600
Street Address	City	Zip Code
		Telephone Number


Signature of BIDDER

BID SCHEDULE- SCOPE OF WORK

SPECIFIC TERMS AND CONDITIONS

Pursuant to the Notice Inviting Bids, the undersigned hereby proposes and agrees that on award by the City under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for **ADA IMPROVEMENT PROJECT - 31540-42 RAILROAD CANYON ROAD BID No. 2021-03**, in accordance with the Scope of Work and Specifications therefore adopted and on file with the City within the time hereinafter set forth and at the prices named in this Bid as follows:

ITEM	DESCRIPTION	PRICE (MONTHLY)	PRICE (ANNUALLY)
1	Demo and install new walkway around building approximately 1953 sq ft of standard gray broom finish concrete. Includes a patio option of either a 1) 12' wide patio - Approximately 336 sq.ft total with standard gray broom finish concrete at back corner; or 2) 6' wide patio - Approximately 240 sq.ft total with standard gray broom finish concrete at back corner.	\$ 96,950.00	\$ 96,950.00
2	Install a maximum of 250 In ft of 6" drain line across the front of the building, down the side and out to edge of slope. Includes approximately qty ten (10) 10" sq landscape drain boxes throughout. Install a V ditch drainage 36" wide 5" thick approximately 150 In.ft max standard gray cement with 2 # 4 rebar down the length.	\$ 76,228.00	\$ 76,228.00
3	Installing ADA complaint entry doorways of the building including rear sliding doors	\$ 50,400.00	\$ 50,400.00
4	Implementing all ADA requirements to each restroom three (3) in total of the building	\$ 23,422.00	\$ 23,422.00
TOTAL		\$ 247,00.00	\$ 247,00.00

Sub Total Item 1 - 4 \$ 247,00.00

TOTAL AMOUNT BASE BID IN FIGURES \$ 247,00.00

TOTAL AMOUNT BASE BID IN WORDS TWO HUNDRED FORTY SEVEN THOUSAND DOLLARS AND ZERO CENTS

BID PROPOSAL FORM

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Zoran Construction Group Inc

_____ as principal, and

Arch Insurance Company _____ as surety, are held and

firmly bound unto the City, hereinafter "City" in the sum to ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of bid amount

(Ten percent of the amount bid)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above-mentioned bid to the City for column repair services specifically described as follows, for which bids are to be opened at the City of Canyon Lake, City Hall, on 2PM [time] at _____ [address].

31516 Railroad Canyon Road

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid proposal, and files the two bonds with the City, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 25th day of October, 2021

Zoran Construction Group, Inc (seal)

 (seal)

_____ (seal)

Bid Bond 11-876-007

PRINCIPAL (seal)

Arch Insurance Company

(seal)

Blake A Pfister

SURETY (seal)

Blake A Pfister, Attorney-in-fact
3 Parkway #1500, Philadelphia, PA 19104

ADDRESS (seal)

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

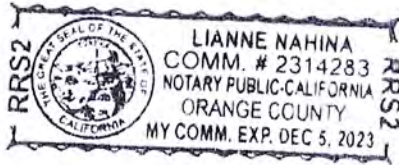
On October 22, 2021 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond 11-876-007 Document Date: October 25, 2021
Number of Pages: 2 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Arch Insurance Company

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Blake A. Pfister of Mission Viejo, CA

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

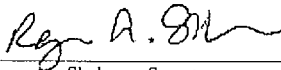
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."


This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 10th day of August, 2021.

Attested and Certified

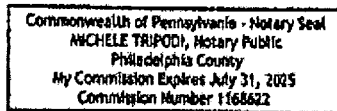

Regan A. Shulman, Secretary

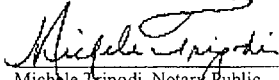


Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

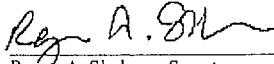



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated August 10, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Stephen C. Ruschak**, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th day of October, 2021.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*

SUBCONTRACTOR LIST


In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General contractor in or about the column repair in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

Name of Subcontractor on License	Address of Office	License Number	Work to be completed by subcontractor

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

10/25/2021

Dated _____



 BIDDER Signature

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

**CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me

on this 25 day of Oct, 2021,
by _____
Date Month Year



(1) Zoran Djuric

(2) _____
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit for Corporation Bidder

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**AFFIDAVIT OF NON-COLLUSION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

**ADA IMPROVEMENT PROJECT
31540-42 RAILROAD CANYON ROAD - BID No. 2021-03**

State of California)
County of ~~Riverside~~) ss
SAN DIEGO

ZORAN DJURIC, being first duly sworn, deposes and says that he/she is of ZORAN CONSTRUCTION COMPANY, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and neither collusive nor sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: 
Signature (CONTRACTOR)

President
Title (CONTRACTOR)

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

Subscribed and sworn (affirmed)
to before me this

25th day of OCTOBER, 2021

Signature of Officer Administering Oath
(NOTARY PUBLIC)

See Attached
Acknowledgement

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

**CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me

on this 25 day of Oct, 2021,
by Date Month Year

(1) Zoran Djuric

(~~2~~) _____
Name(~~s~~) of Signer(~~s~~)

proved to me on the basis of satisfactory evidence to be the person(~~s~~) who appeared before me.



Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit of Non-Collusion

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



ACKNOWLEDGED: ZORAN DJURIC/
ZORAN CONSTRUCTION GROUP, INC.
10/25/2021

October 4, 2021

ADDENDUM #1

**BID No. 2021-03 ADA Improvement Project – 31540-42 Railroad Canyon Road
Correction: Pre-Bid Meeting/Walkthrough Dates & Work Order Description**

PRE-BID MEETING/WALKTHROUGH

The City has designated the following two dates for pre-bid meetings/walkthroughs:

- October 13, 2021 – 9am-12pm
- October 19, 2021 – 9am-12pm (if necessary)

WORK ORDER DESCRIPTION

Under the Bid Schedule-Scope of Work, the specification provides a basic work order description for the listed items of work to complete. A more thorough description of the work order is provided below:

- **Replacement of sidewalks and area drain system**
 - · Mobilize
 - · Clear and Grub Existing Grass Area 3200 SF
 - · Remove Existing Drainage System
 - · Trench, Backfill for New Drainage System
 - · Install 4" Storm Drain 280 LF
 - · Install 12" Area Drain every 20 LF. 14 ea.
 - · Demo Existing Concrete Sidewalk 1710 SF
 - · Demo Existing Stairs
 - · Dowel for new curb. 50ea
 - · Install New Curb to Divert Water. 60LF
 - · Scarify, Compact and rough grade for new sidewalk
 - · Export Soil as Needed. 40CY
 - · Install new 4" Concrete Sidewalk w/#4 rebar 18" o.c. 2,700 SF
 - · Backfill along New Concrete Sidewalk
 - · Re-sod areas disturbed during construction
 - · Clean up Job Site
 - · De-mobilize



- **Door Repair Work**

- Furnish and Install (3) Single Door Storefront Doors Remove Single Sliding Doors Total of (3) - 3'-6" x 7' x 1-3/4" Wide Stile, Aluminum Framed Entrance Doors Including Glazing, Trim And Hardware
 - Add 1" Insulated Glazing
 - 7' High with Horizontal Mullion, 2-1/2" x 5" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly
 - Add For Black Color Class I Anodized Finish
 - For 1-7/16" x 4-5/8" x 1/4" Steel Reinforcing, Storefront Framing
- Install new Exit Devices for 3 New Double Doors - 3' Push Bar Exit Device, Concealed Vertical Rods, Narrow Stile Aluminum anodized finish
 - Add For Duranodic Dark Bronze US313 (BHMA 710) Finish
- Install New Door Closers for 3 New Double Doors - Surface Mounted Heavy-Duty Door Closer
 - Add For Hold Open Arm
- Remove and Replace Threshold for 10 Single Doors (Beveled Edge) - 2-1/4" Width, 3/16" Height, Brass/Bronze Saddle Threshold (Pemko 173B)
- Remove and Replace Threshold for (1) Double Door 6 LF total - 2-1/4" Width, 3/16" Height, Brass/Bronze Saddle Threshold (Pemko 173B)

Repair Work for Restrooms

Men's Restroom (Interior)

- Installation of new toilet with flush valve on the open side of the water closet except in ambulatory accessible compartments
- Installation of new grab bar meeting the minimum of one- and one-half inch clearance from top of water closet tank
- Installation of new operable door locksets at restroom doors

Woman's Restroom (Interior)

- Installation of new grab bar meeting the minimum of one- and one-half inch clearance from top of water closet tank
- Installation of proper height requirements for mirrors located above lavatories or countertops
- Installation of new operable door locksets at restroom doors

Exterior Restroom

- Installation of new operable door locksets at restroom doors
- Installation of new proper accessible restroom signs



www.canyonlakeca.gov

☎ 951.244.2955

☎ 951.246.2022

- Installation of new proper placement of lavatory meeting all requirements
- Installation of new proper height requirements for mirrors located above lavatories or countertops
- Installation of new proper towel dispenser not exceeding grab portion of the dispenser.
- Installation of new grab bar meeting the minimum of one- and one-half inch clearance from top of water closet tank
- Installation of new toilet with flush valve on the open side of the water closet except in ambulatory accessible compartments
- Reinstallation of water closet from the finish wall to the center line of the fixture

If you have any questions, please feel free to contact Bill Blankenship, City Project Manager, at (951) 206-9020

Thank you,

Mike A. Borja
Administrative Services Manager

10/14/21, 8:54 AM

SAM.gov

General Decision Number: CA20210025 10/01/2021

Superseded General Decision Number: CA20200025

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(6). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ADDENDUM 2- WAGE DETERMINATION = 10/14/21
. 21 PAGES
ACKNOWLEDGED: ZORAN DJURIC/ ZORAN
CONSTRUCTION GROUP, INC.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/22/2021
3	03/05/2021
4	03/19/2021
5	04/30/2021
6	06/25/2021
7	07/23/2021
8	07/30/2021
9	08/06/2021
10	08/20/2021
11	10/01/2021

ASBE0005-002 07/05/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls,		

<https://sam.gov/wage-determination/CA20210025/11>

1/21



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Jeff LaTendresse, Fire Chief

DATE: December 6, 2021

SUBJECT: Adoption of Resolution No. 2021-73, Authorizing the City Manager to execute an Agreement with the County of Riverside to become an Advanced Life Support (ALS) First Responder

Recommendation

That the City Council adopt Resolution No. 2021-73 authorizing the City Manager to execute an agreement with the County of Riverside to become an Advanced Life Support (ALS) First Responder.

Background

On November 4, 2020, the City Council adopted Resolution No. 2020-48, declaring the City of Canyon Lake's intent to establish a municipal fire department and authorizing the City Manager to take such actions as necessary to prepare the City of Canyon Lake to begin fire department operations on January 1, 2022. The funding established for this new fire department was sufficient to staff one Advanced Life Support (ALS) engine company each day with a crew of four personnel (Captain, Engineer, Firefighter/Paramedic, and when available a Reserve Firefighter).

In order to staff this ALS engine company, the City needed to apply through the Riverside County Emergency Medical Services Agency (REMSA) for an agreement to operate pursuant to the California Health and Safety Code and the County of Riverside Ordinance No. 756. The agreement authorized the City to provide ALS First Responder services within the City's jurisdictional boundaries as they exist now or may be modified in the future, and the area shall be referred to as the "Canyon Lake Operating Area. The agreement permits Canyon Lake Fire Department resources to respond outside of our "Operating Area" as needed on automatic or mutual aid, and likewise permits outside ALS resources to respond into our City. The City also agrees that the ALS services provided will be in accordance with all applicable federal, state, and County laws, rules, regulations, and REMSA protocols, policies, and procedures. The City also agrees to cooperate with REMSA's representatives relating to the City's performance as an ALS Service Provider

and REMSA's oversight for the County's Emergency Medical Services (EMS) system including, but not limited to, the utilization and submittal of required patient care, continuous quality improvement and operational performance reports, and cooperating with REMSA investigation of EMS related incidents.

Fiscal Impact

There is no fiscal impact with this agreement; funding for the ALS program was included in the adopted budget.

Attachments

1. Resolution No. 2021-73

ATTACHMENT 1

RESOLUTION NO. 2021-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF RIVERSIDE TO BECOME AN ADVANCED LIFE SUPPORT (ALS) FIRST RESPONDER

WHEREAS, on November 4, 2020, the City Council adopted Resolution No. 2020-48, declaring the City of Canyon Lake’s intent to establish a municipal fire department and authorizing the City Manager to take such actions as necessary to prepare the City of Canyon Lake to begin fire department operations on January 1, 2022; and

WHEREAS, the City desires to staff an ALS fire company, with a minimum of three personnel on duty, out of Canyon Lake Fire Station 1; and

WHEREAS, it is in the best interest of those who live, work, visit, and invest in the City of Canyon Lake for their Fire Department to provide the same level of service as the surrounding fire agencies do so that the City can give and receive both automatic and mutual aid; and

WHEREAS, it is in the best interest of the City to ensure they meet all of the federal, state, County laws, rules, regulations, and protocols, policies and procedures; and

WHEREAS, it is imperative that the ALS First Responder agreement be ratified so that both agencies have the approved documents in place prior to the Canyon Lake Fire Department’s start date of January 1, 2022.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the City Council of the City of Canyon Lake.

Section 2. The City Council hereby approves the ALS First Responder Agreement that will go into effect on January 1, 2022, which is attached hereto as Exhibit A.

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Section 3. The City Council authorizes the City Manager, or their designee, to sign and execute the ALS First Responder Agreement with the County of Riverside attached hereto as Exhibit A.

PASSED, APPROVED, AND ADOPTED on this 6th day of December, 2021.

Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

Exhibit A

**ADVANCED LIFE SUPPORT (ALS) FIRST RESPONDER AGREEMENT
BY AND BETWEEN THE
CITY OF CANYON LAKE AND COUNTY OF RIVERSIDE**

This Advanced Life Support (“ALS”) First Responder Agreement (“Agreement”) dated January 1, 2022 (“Effective Date”), is hereby made and entered into by and between the City of Canyon Lake (“City”), a municipal corporation organized under the laws of the State of California, and the County of Riverside (“County”), a county organized under the laws of the State of California, on behalf of its Riverside County Emergency Medical Services Agency (“REMSA”). City and County are sometimes individually referred to as “party” and collectively as “parties.” County and REMSA are sometimes referred to interchangeably.

RECITALS

A. Pursuant to the California Health and Safety Code, Division 2.5, the Local Emergency Medical Services Agency (“LEMSA”) has the exclusive authority to determine the providers of ALS services within its jurisdictional limits, and to determine emergency ambulance service operating areas within such jurisdictional limits, subject to certain statutory exceptions. In addition, Health and Safety Code section 1797.218; California Code of Regulations, Title 22, sections 100145, 100146, 100166, 100168 and 100170; and the County of Riverside Ordinance No. 756, give REMSA exclusive authority to authorize and establish criteria for an ALS program, which provides services utilizing paramedics, and to designate ALS First Responders and ALS Ambulance Providers.

B. Nothing in this Agreement shall be construed to abrogate or diminish any rights either party may have under the EMS Act, Health and Safety Code section 1797 et seq., prior to the effective date or after the termination of this Agreement.

C. Definitions: The definitions set forth in Exhibit A shall apply to this Agreement.

D. The purpose of this Agreement is:

1. Subject to the terms and conditions set forth herein, to authorize City as a provider of ALS First Responder services within City’s jurisdictional boundaries, as they exist now or may be modified in the future, hereafter referred to as the “Canyon Lake Operating Area,” and other areas

of Riverside County as needed for mutual aid requests, plans and/or agreements.

2. To assure the ALS First Responder services supplied by City are integrated into the County EMS system and codified in the County's EMS Plan in compliance with medical control policies, protocols and procedures established by REMSA and in compliance with State, County and local laws.

OPERATIVE PROVISIONS

Now therefore, for good and valuable consideration the adequacy of which the parties acknowledge, the parties agree as follows:

Section 1. County's authorization of City as an ALS First Responder Service Provider.

County hereby authorizes City to provide ALS First Responder Services in the Canyon Lake Operating Area, and it shall be so codified in the County's EMS Plan. County also authorizes ALS First Responder Services to other areas of Riverside County as needed for mutual aid requests, plans and/or agreements. County further agrees to be bound by, implement and perform the Operational Standards applicable to the County as set forth in Exhibit B.

Section 2. City's Obligation as an ALS First Responder Service Provider.

As a condition for County's authorization to City to provide ALS First Responder Services in the Canyon Lake Operating Area, City represents and agrees:

a. That such services will be performed in accordance with all applicable federal, state, and County laws, rules, regulations, and REMSA protocols, policies, and procedures (the current version and future revised versions of the REMSA Policy Manual are available at www.remsa.us/policy) which directly relate to ALS First Responder Services, including but not limited to, the requirements set forth in Exhibit B – Operational Requirements and Exhibit C – ALS Service Provider Standards of this Agreement;

b. To cooperate with REMSA's representatives relating to City's performance as an ALS Service Provider and REMSA's oversight for the County's EMS system including, but not limited to, the utilization and submittal of required patient care, continuous quality improvement and operational performance reports, and cooperating with REMSA investigations of EMS related incidents;

c. That it shall not be entitled to, or demand, any compensation from County for services rendered pursuant to City's designation as an ALS Service Provider as stated in this Agreement; and

d. That it will cooperate and participate with REMSA and other EMS System participants, subject to adequate available City funding, to achieve the goals and objectives of the EMS System Strategic Plan.

Section 3. Modifications

The parties agree that obligations as set forth in Exhibit B and Exhibit C may be modified by written agreement of City Manager and REMSA's EMS Administrator, or as applicable under law by update or implementation of REMSA policies, protocols and procedures.

Section 4. Term.

The term of Agreement shall begin when this Agreement is executed by the parties and shall continue until June 30, 2024. Thereafter, this Agreement shall be extended automatically to coincide with time extensions of the Agreement between the County and American Medical Response ("AMR") for ground emergency ambulance transport service effective July 1, 2015.

Section 5. Termination.

Notwithstanding the foregoing term, this Agreement may be terminated at an earlier time as follows:

- a. Immediately by REMSA upon written notice for non-compliance with the provisions of this Agreement or violation of REMSA protocols, policies, procedures or operational agreements;
- b. By either party upon ninety (90) days' written notice to the other party; or
- c. Both parties may agree in writing to terminate this Agreement in a mutually satisfactory manner.
- d. In the event of any termination of this Agreement, both parties shall retain any rights they had under the EMS Act prior to entering into the Agreement.

Section 6. County Authority

City understands, acknowledges and agrees that it shall not, during the term of this Agreement and for a period of six (6) months thereafter, initiate or participate in initiating any lawsuit which challenges the County's exclusive authority or County's right to award an Exclusive

Operating Area (“EOA”) Agreement for the Southwest EOA without competitive process pursuant to Health and Safety Code section 1797.224.

Section 7. County Authority in the Southwest Exclusive Operating Area (EOA)

Pursuant to its authority under Health and Safety Code Section 1797.224, the County has entered into an agreement with AMR through which it has granted exclusive authority to provide ground ALS emergency ambulance transport services within the Southwest EOA. Nothing in this Agreement shall be construed in any manner to abrogate or diminish this grant of authority for the Southwest EOA or AMR’s qualifications to receive such exclusive authority under existing law.

Section 8. Independent Contractor Status

Each party shall be solely responsible for its own employees. Each party shall pay all wages, salaries, overtime, benefits and other amounts due to their own personnel pursuant to applicable law and in connection with any and all services under this Agreement. Each party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers’ compensation insurance. Employees or agents of one party shall not be deemed employees of the other for any purpose. Each party shall defend, indemnify and hold harmless the other party from and against any and all expenses or liabilities of any kind arising from or incident to any claim by any employee of the indemnifying party or any governmental agency relating to wages, salaries, overtime, benefits or other obligations of the indemnifying party to any employee thereof.

Section 9. Notices

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

City: City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587
Attn: City Manager

With a copy to:

City of Canyon Lake Fire Department
28730 Vacation Drive

Canyon Lake, CA 92587
Attn: Fire Chief

County: Riverside County EMS Agency
450 E. Alessandro Blvd.
Riverside, California 92508
Attn: EMS Administrator

Such notices may be provided by personal delivery, by first class mail, by express delivery or by facsimile transmission. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Section 10. Cooperation and Further Acts

The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 11. Non-Discrimination

City agrees to not discriminate in the provisions of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group or gender identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, physical or mental handicap, or any other class protected by applicable federal, state, or local law, including County of Riverside Board Policy No. A-73, and agrees to comply with all requirements of the law regarding non-discrimination.

Section 12. Hold Harmless/Indemnification

- a. City shall indemnify and hold harmless County, its special districts and agencies, including their officers, employees and representatives (collectively "County Indemnitees") from any liability, claim, damage or action related to or arising from any activities of City, its officers, employees or representatives arising out of or in any way related to its involvement with this Agreement, including but not limited to property damage, personal injury or death. City shall defend County Indemnitees at its sole expense, all costs and expenses including, but not limited to, attorneys' fees,

investigation costs, settlements or awards in any claim or action for which indemnification is required.

- b. County shall indemnify and hold harmless City, including its officers, employees and representatives (collectively "City Indemnitees") from any liability, claim, damage or action related to or arising from any activities of County, its officers, employees or representatives arising out of or in any way related to its involvement with this Agreement, including but not limited to property damage, personal injury or death. County shall defend City Indemnitees at its sole expense, all costs and expenses including, but not limited to, attorneys' fees, investigation costs, settlements or awards in any claim or action for which indemnification is required.

Section 13. Insurance

Without limiting or diminishing the City's obligation to indemnify or hold the County harmless, City shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the City herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If the City has employees as defined by the State of California, the City shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The City provides a self-insured program to two hundred fifty thousand dollars (\$250,000). Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars (\$1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which

may arise from or out of City's performance of its obligations hereunder. Policy shall name the County as Additional Insured. The City provides a self-insured program to two hundred fifty thousand dollars (\$250,000). The City's insurance coverage has no general aggregate limit and the Policy's limit of liability shall not be less than three million dollars (\$3,000,000) per occurrence combined single limit. The City's Policy provides fifty million dollars (\$50,000,000) per occurrence limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Professional Liability

City shall maintain Professional Liability Insurance, under the City's General Liability coverage and separate Professional Liability is not provided for the City's performance of work included within this Agreement, with a limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate. If City's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and City shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that City has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

Failure on the part of City to produce or maintain required insurance or the self-insurance program shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

D. General Insurance Provisions - All lines:

- 1) The City is a member of the California Public Entity Risk Management Authority (PERMA) as a joint powers authority and is not subject to AM Best ratings.
- 2) The City must declare its insurance self-insured retention for each coverage required herein. The City provides a self-insured program to two hundred fifty thousand dollars (\$250,000). If any such self-insured retention exceeds five

hundred thousand dollars (\$500,000) per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, City's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) City shall cause City's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *City shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

- 4) It is understood and agreed to by the parties hereto that the City's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the City has become inadequate.
- 6) City shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- 8) City agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Section 14. Entire Agreement; Amendments

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

Section 15. Governing Law

This Agreement shall be governed by the laws of the State of California. Venue shall be in a court of competent jurisdiction in Riverside County, and the parties waive any provision of law providing for a change of venue to another location.

Section 16. Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties.

Section 17. Assignment or Transfer

No party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party.

Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Section 18. Construction, References and Captions

Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to any party shall include all officials, officers, employees and agents of that party, except as otherwise specified in this Agreement. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

Section 19. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give any other party any contractual rights by custom, estoppel, or otherwise.

Section 20. No Third Party Beneficiaries

There are no third party beneficiaries of any right or obligation assumed by the parties.

Section 21. Invalidity and Severability

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In addition, if any portion of this Agreement is declared to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal counsel for the parties to this Agreement, the parties shall use their reasonable best efforts to amend this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment cannot be made in a manner which preserves all essential parts of the consideration for any party, such party may terminate this Agreement as soon as is reasonably practicable or as required by law.

Section 22. Authority to Execute Agreement

Each party warrants it has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party also warrants that the individuals who have signed this Agreement have the legal power to make this Agreement and bind each respective

party hereto.

Section 23. Counterparts and Signatures

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

(Signatures on next page)

Approved:

COUNTY:

CITY:

Signature: _____

Signature: _____

Print Name: Karen Spiegel

Print Name: Chris Mann

Title: Chair, Board of Supervisors

Title: City Manager

Dated: _____

Dated: _____

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Melissa R. Cushman
Deputy County Counsel

Exhibit A
Definitions

1. Advanced life support (ALS) - Shall mean special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs, and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital or utilizing approved prehospital treatment protocols or standing orders as part of the local EMS system at the scene of an emergency, during transport to an acute care hospital or other approved facility, during inter-facility transfers, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency department or other medical staff of that hospital (Health & Safety Code).
2. ALS Emergency Ambulance Providers – Shall mean providers of ALS emergency ambulance services who have been authorized to operate within an area defined by the county EMS Plan.
3. Emergency Ambulance Services – Shall mean ambulance services at any REMSA-authorized level (ALS, LALS or BLS) provided in response to 9-1-1 and seven digit or ten digit requests for emergency medical service through an authorized Public Safety Answering Point (PSAP) or emergency calls received directly by the City.
4. Emergency Ambulance – Shall mean an ambulance permitted pursuant to Riverside County Ambulance Ordinance No. 756 and operated by a REMSA-authorized EOA or Non-EOA emergency ambulance provider as identified in the County EMS Plan.
5. ALS First Responders – Shall mean non-ambulance fire department paramedic units that have been authorized by and meet REMSA policies to provide ALS services.
6. Emergency Medical Services (EMS) – Shall mean the services utilized in response to a medical emergency.
7. EMS Plan – Shall mean a plan for the delivery of emergency medical services consistent with state guidelines and approved by the EMS Authority pursuant to the California Code of Regulations, Title 22.
8. EMS Quality Improvement Program (EQIP) – Shall mean system-wide quality improvement planning and activities as stated in the plan submitted by REMSA and approved by the California EMS Authority pursuant to the California Code of Regulations, Title 22.

9. County EMS System or EMS System - Shall mean the specifically organized system which provides for the personnel, facilities, and equipment for the effective and coordinated delivery of EMS services within the county.
10. EMS System Strategic Plan – Shall mean the strategic plan developed by REMSA with input from EMS system stakeholders. The plan is accessible at <http://remsa.us/documents/plans/140923FINALEMSSystemStratPlan.pdf>.
11. Exclusive Operating Area (EOA) – Shall mean an area or subarea defined by the County EMS Plan for which REMSA, upon recommendation of the County, restricts operations to one or more emergency ambulance services or providers of limited advanced life support (LALS) or advanced life support (ALS) pursuant to the Health and Safety Code, Division 2.5, 1797.224.
 - a. Southwest EOA shall be the area as identified by the map attached as Exhibit D.
12. Canyon Lake Operating Area – Shall mean the area or subarea defined by the County EMS plan that has been designated by REMSA for the provision of ALS First Responder services by the City pursuant to the terms of this Agreement.
 - a. The Canyon Lake Operating Area shall be the area as identified by the map attached as Exhibit E.

EXHIBIT B

OPERATIONAL REQUIREMENTS

City shall:

1. Annually provide County with a map which outlines the Canyon Lake Operating Area and provide County with notice of any changes to the Canyon Lake Operating Area and updated maps reflecting changes that have occurred;
2. Provide continuous twenty-four (24) hour per day Advanced Life Support (ALS) Emergency Ambulance Services for their designated service area as described in number 1 above, and as updated annually by mutual agreement;
3. Comply with County's requirements for the implementation of Quality Improvement Program (QIP), including the designation of a qualified person to supervise the QIP;
4. Appoint City's Fire Chief, or his/her designate, as ALS Program Coordinator to serve as a liaison with County and other County EMS system service providers, and to act on City's behalf in the administration of this Agreement;
5. Comply with REMSA system protocols, policies, procedures and performance standards (the current version and future revised versions of the REMSA Policy Manual are available at: <http://www.remsa.us/policy/>);
6. Notify County in a timely manner of significant or continuing service performance problems, including but not limited to: (1) base hospital complaints; (2) changes in the status of certified/accredited personnel (e.g., termination, classification, etc.); (3) changes in station location(s); (4) radio frequency interference which causes operational problems; (5) and local emergencies/disasters which causes operational problems;
7. Ensure all appropriate employees and agents hold necessary certification, licenses, or accreditation and maintain the records of such that they comply with all training requirements as required by applicable state and federal law, regulation, policy and protocol;
8. Meet the ALS Service Provider Standards as stipulated in Exhibit C of this document or as they may be subsequently established or modified from time to time by REMSA policy;
9. Strive to ensure a positive, communicative and effective working relationship with County and partner agencies.

County shall:

1. Provide City with adopted protocols, policies and procedures relating to emergency medical care, and agrees to provide City with any revisions or additions following approval by the County;
2. Involve City in the County's EMS Quality Improvement Program (EQIP);
3. Communicate as necessary with City's Provider Medical Advisor, ALS Program Coordinator and/or Fire Chief;
4. Assign one or more base hospitals to City's ALS program according to REMSA policies and procedures;
5. Schedule mutually acceptable periodic visits by County staff with City's staff to ensure compliance with local polices and/or procedures related to the Agreement which fall within the jurisdiction of REMSA;
6. Strive to ensure a positive, communicative and effective working relationship with City;
7. Designate the City as an authorized ALS First Responder and emergency ambulance Provider in the County's EMS Plan;
8. Notify the City of any proposed or required changes to the County EMS plan and provide the City an opportunity to provide input prior to submission; and
9. Subject to adequate available funding, provide the approved electronic patient care report (ePCR) software to the City.

EXHIBIT C

ADVANCED LIFE SUPPORT (ALS) SERVICE PROVIDER STANDARDS

1. Medical Control

Overall medical control of Emergency Medical Service (EMS) provider personnel shall be according to the policies and procedures of the REMSA Medical Director. On-line medical direction shall be provided to EMS provider personnel by Base Hospital physicians or mobile intensive care nurses according to the policies and procedures of the Riverside County EMS Agency (REMSA) Medical Director. Retrospective medical control shall be provided according to the standards set for by the REMSA Medical Director through EMS Quality Improvement Programs (EQIP) – California Code of Regulations, Title 22, Section 100400), including continuing education programs, conducted cooperatively by the City, REMSA, and the Base Hospitals.

2. Training/Education/Certification/Accreditation/Reverification

All paramedic personnel employed or utilized by City must be accredited by REMSA to practice within Riverside County.

a. Field Training Officers

City agrees to designate a sufficient number of field training officers who shall function as trainers and perform other duties on behalf of City.

b. Continuing Education Records

The City agrees to maintain records of continuing education for its EMS employees for a minimum of four (4) years.

c. Field Care Audits

The City agrees to work cooperatively with the Hospitals and REMSA in identifying educational opportunities, assisting with field care audits, continuing education classes and programs.

d. Mandatory Education for Local Paramedic Accreditation and EMT Certification

The City agrees to cooperate fully with REMSA to notify and ensure completion by paramedics and EMTs of mandatory education programs.

e. EMS Quality Improvement Program (EQIP) Specialty Education Programs.

The City agrees to ensure through its EQIP program that all personnel meet REMSA policy requirements for First Responder and Transportation Services. Competency and performance based continuing education/training shall be developed and implemented as identified by the City and REMSA (EQIP).

3. Paramedic Interview by REMSA

City will cooperate fully with County in the coordination of any interviews of an employee of City by REMSA subject to applicable laws.

4. Paramedic Preceptors

City agrees to cooperate with REMSA and REMSA-approved paramedic training programs to participate in the preceptor program. The City's preceptor program shall provide adequate, as determined by REMSA, paramedic field internship positions in support of REMSA approved programs. Preferential placement for paramedic field internship shall be provided to REMSA approved Community College Programs.

5. Preventative Health Care Immunizations

City agrees to make available to prehospital personnel, at no cost to the employee the following immunizations and communicable disease testing:

- a. Tuberculosis PPD test semi-annually
- b. Hepatitis B
- c. Influenza immunizations annually
- d. Measles Mumps and Rubella (MMR)
- e. Varicella (Chickenpox)
- f. Tetanus, Diphtheria and Pertussis (TDaP)

6. Infection Control

City agrees to have written infection control policies and procedures approved by the County Health Officer or his/her designee. Testing and counseling services shall be provided to employees at no cost for employees exposed to serious infectious diseases. The City agrees to report any known employee exposures to serious infectious diseases to the County Health Officer or his/her designee. The City is required to specify a Designated Officer who will be the point of contact for suspected exposures.

7. Key Personnel

City agrees to have key personnel in the following functions. Personnel assigned these functions shall be submitted in writing to REMSA within sixty (60) days of signing of Agreement. City is not required to have an employee solely dedicated to each function. Key job functions shall be the following:

- a. ALS Program Coordinator - appoint an appropriate individual to serve as a liaison with REMSA and other County EMS system service providers and represent City in the administration of this Agreement.
- b. Quality Improvement Plan (QIP) Coordinator/Officer- responsible for the QIP. This individual will ensure core values and standards of care are maintained by all ALS personnel. This individual will be responsible for investigating clinical issues per the

approved QIP plan and the policies, procedures and protocols of REMSA as approved by the REMSA Medical Director.

- c. Paramedic Education/Training Coordinator/Officer- City agrees to designate a paramedic who shall function as the trainer/evaluator as described in their approved EQIP plan. This individual will provide for all in-house primary and continuing education/training.
- d. Infection Control Officer - City agrees to designate an individual as the point of contact to work cooperatively with the medical/health community to ensure appropriate follow-up and documentation of employee and patient exposures.

8. Patient Medical Records, EMS System Data Submission and Research

The City willingly agrees to complete a patient care report for every EMS response utilizing the REMSA approved electronic patient care report (ePCR) that includes integration of Computer Aided Dispatch (CAD) data. The City also agrees to provide data as reasonably requested by REMSA for focused CQI audits and collaborate with REMSA on approved research projects.

9. System Wide Integrated Education Training

City agrees to work with REMSA, Base Hospitals, paramedic education/training programs and other ALS providers to develop and implement education/training initiatives designed to improve the continuity of patient care and interoperability amongst EMS system partners.

10. Confidentiality

City agrees to have a program for maintaining confidentiality of protected patient healthcare information consistent with the requirements of HIPAA and REMSA policy.

EXHIBIT D

MAP OF SOUTHWEST EXCLUSIVE OPERATING AREA (EOA)



**RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM
AMBULANCE EXCLUSIVE OPERATING AREA**

SOUTHWEST

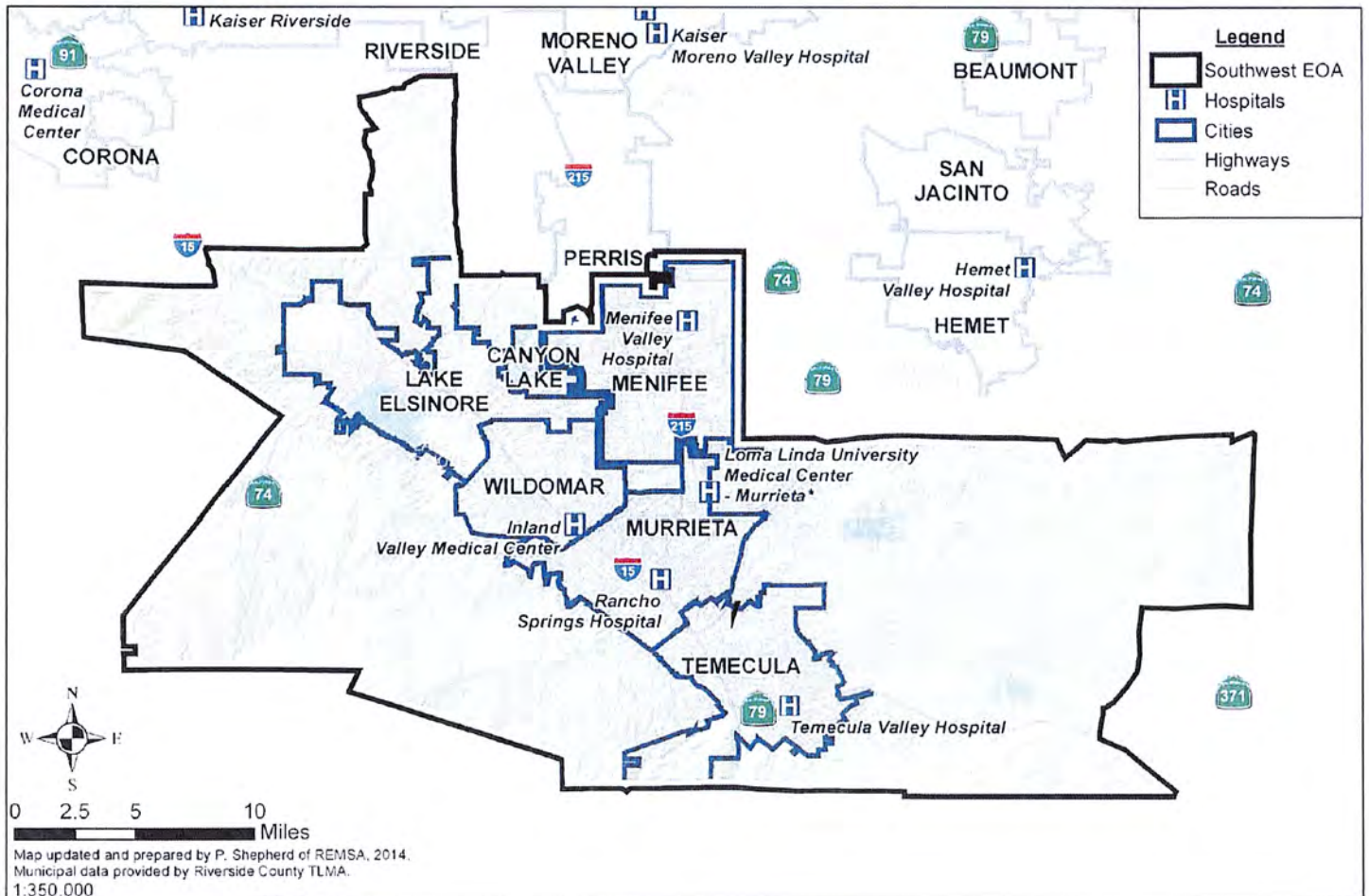
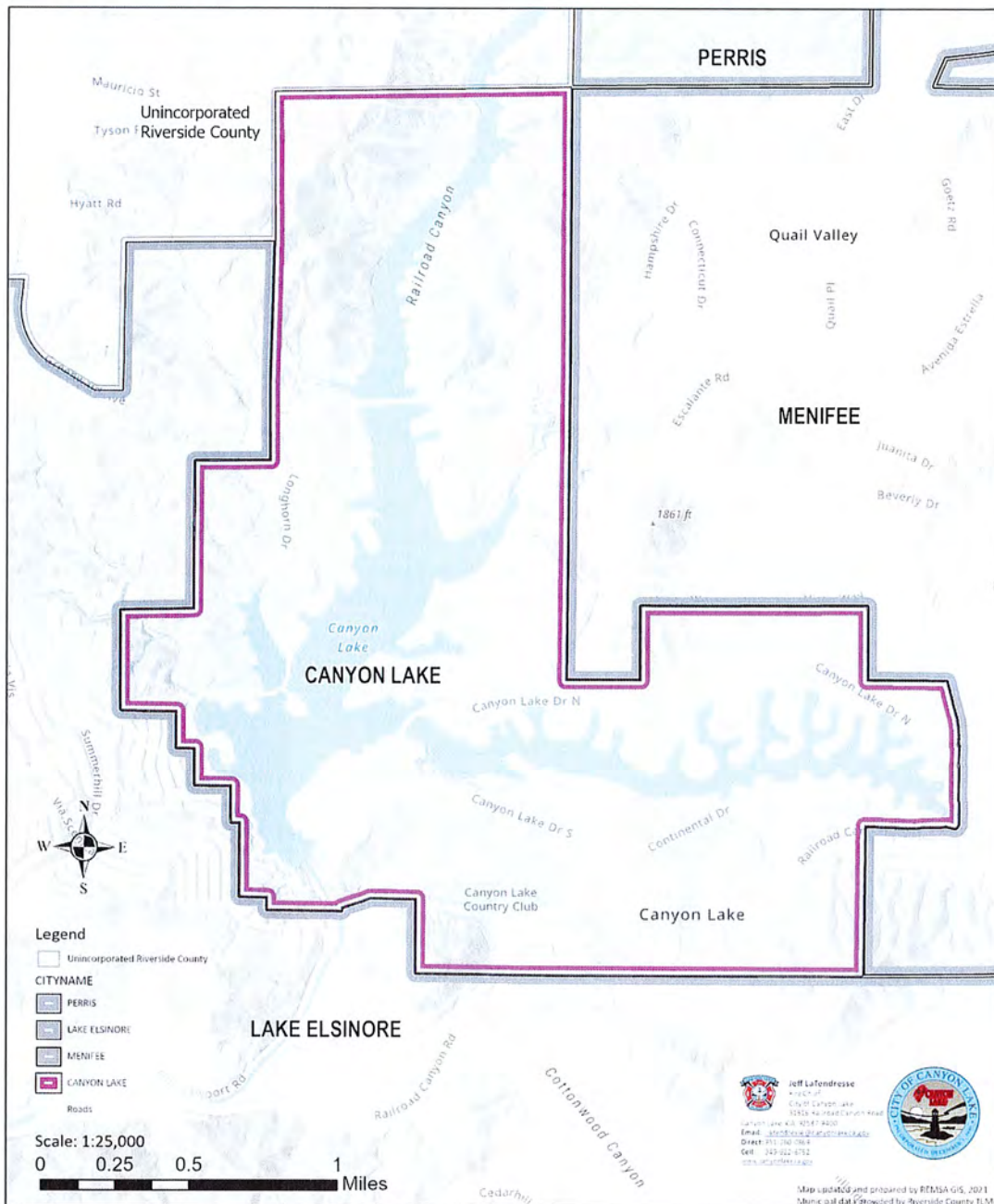


EXHIBIT E MAP OF CANYON LAKE OPERATING AREA



Canyon Lake, Riverside County

RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM
NON-EXCLUSIVE AMBULANCE OPERATING AREA





STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Jeff LaTendresse, Fire Chief

DATE: December 6, 2021

SUBJECT: Adoption of Resolution No. 2021-74, Authorizing the City Manager to Enter into a Professional Services Agreement with Dan Satir, R.N., to Serve as the Nurse Educator for the City's Fire Department

Recommendation

That the City Council adopt Resolution No. 2021-74 authorizing the City Manager to enter into a professional services agreement with Dan Satir, R.N., to serve as the Nurse Educator for the City's Fire Department.

Background

At the November 4, 2020 City Council meeting, the City Manager was directed to take all steps necessary to establish a municipal fire department by January 1, 2022. The new Fire Department will be providing both Advanced Life Support (ALS) and Basic Life Support service and suppression members will either be Emergency Medical Technicians (EMT) or Paramedics. The EMT's and Paramedics must both be accredited to practice by the Riverside County Emergency Medical Services Agency (REMSA), whose job it is to oversee all fire departments, Paramedics, and EMT's in the entire county. To ensure that the City's application to REMSA meets all the components, the Department is seeking a Nurse Educator to assist in oversight of the Fire Department Emergency Medical Services (EMS) Program. The Nurse Educator will work with the Department's Emergency Medical Services Coordinator, the Department's Medical Director, and the Command Staff to ensure all personnel meet or exceed REMSA training requirements. In addition, the Nurse Educator will assist in implementing the Continuous Quality Improvement program by reviewing patient care reports and meeting with Paramedic and EMT's for any required follow-up. The Nurse Educator will work with staff to develop and implement a training program to ensure all licenses and certification are renewed prior to expiration.

Dan Satir, R.N. has been a nurse since 2004 and has worked at several hospitals in the Southern California. In 2007 he started working at Inland Valley Hospital in Wildomar, which is also a Level II Trauma Center, and serves as the Paramedic Liaison Nurse. Dan

has also been an emergency room nurse at Western Medical Center in Santa Ana, a trauma center, and at the University of California Irvine Medical Center in Orange. Dan was a Specialty Care Systems Consultant for REMSA for three years until 2020. Dan and our Medical Director, Dr. Foster, currently work together at Inland Valley Hospital and have the same philosophy regarding prehospital medicine and want to work with us to provide the best possible care.

In his role as Nurse Educator, Dan will monitor medical training and provide specialized instruction, participate in ride-alongs with staff to evaluate performance, assist in reviewing and implanting the Continuous Quality Improvement Program and Infectious Control Program, evaluate any pilot programs implement under the direction of REMSA, serve as liaison on behalf of the Fire Department with the emergency medical community and REMSA, and provide expertise to the Fire Department Command Staff on emergency medical issues. The initial term of the agreement is for two (2) years and one (1) month.

Fiscal Impact

Dan Satir has agreed to an hourly rate of \$100.00 and not to exceed 10 hours a month. This amount has been included in the City Fire Department's budget for FY 2021/22.

Attachments

1. Resolution No. 2021-74

ATTACHMENT 1

RESOLUTION NO. 2021-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DAN SATIR, R.N., TO SERVE AS THE NURSE EDUCATOR FOR THE CITY'S FIRE DEPARTMENT

WHEREAS, on November 4, 2020, the City Council adopted Resolution No. 2020-48, declaring the City of Canyon Lake's intent to establish a municipal fire department and authorizing the City Manager to take such actions as necessary to prepare the City of Canyon Lake to begin fire department operations on January 1, 2022; and

WHEREAS, the City's Fire Department will be providing both Advanced Life Support and Basic Life Support Services and needs to retain a Nurse Educator for quality control; and

WHEREAS, the Fire Chief explored options for contracting with a Nurse Educator; and

WHEREAS, the City requires the services of an experienced nurse in Emergency Medical Services, and

WHEREAS, Dan Sitar, R.N. has the necessary experience in providing professional nurse-level consulting services and advice on various issues including Emergency Medical Services; and

WHEREAS, the City and Dan Sitar have reached an agreement on a Professional Services Agreement to serve as the Fire Department's Nurse Educator.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the City Council of the City of Canyon Lake.

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Section 2. The City Manager is authorized to enter into a professional services agreement with Dan Satir for an amount of not to exceed \$1,000.00 per month, for an initial term of two (2) years and one (1) month, attached hereto as Exhibit A.

PASSED, APPROVED, AND ADOPTED on the 6^h day of December, 2021.

Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

Exhibit A

PROFESSIONAL SERVICES AGREEMENT

By and Between

**THE CITY OF CANYON LAKE,
A California municipal corporation**

and

DAN SITAR, R.N.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CANYON LAKE, CALIFORNIA
AND
DAN SITAR, R.N.**

This Agreement for Professional Services (“Agreement”), is entered into as of this 6th day of December, 2021 by and between the City of Canyon Lake, a California municipal corporation (“City”), and Dan Sitar, R.N., herein referred to as “Contractor”. City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought the performance of a *Nurse Educator* defined and described particularly in Section 2 of this Agreement.

B. Contractor was selected by the City to perform those services.

C. Contractor was selected by the City on the basis of Contractor’s demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the City of Canyon Lake’s Municipal Code, City has authority to enter into this Professional Services Agreement and the City Manager has authority to execute this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

(a) Subject to the provisions of Section 20 “Termination of Agreement” of this Agreement, the Term of this agreement is for TWO (2) YEARS AND ONE (1) MONTH, commencing on December 7, 2021, and ending on December 31, 2023.

(b) The City may, in its sole discretion, unilaterally exercise an option to extend the Agreement on a month-to-month basis following expiration on the same terms and conditions, including compensation as set forth in Section 4.

(c) Contractor acknowledges that the Agreement term may extend over multiple City fiscal years, and that work and compensation under this Agreement is contingent on the City

Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Agreement may be terminated by the City at the end of a fiscal year when sufficient funding is not appropriated and authorized for the subsequent fiscal year. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

SECTION 2. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Contractor agrees to perform the services set forth in Exhibit “A” “Scope of Services” (hereinafter, the “Services”) and made a part of this Agreement by reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit “A”. Should the Services not be completed pursuant to the schedule, the Contractor shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performs the Services.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that in addition to our outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 28 “Amendment” of this Agreement. If and when such additional work is authorized, such additional work shall be deemed part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed TWELVE THOUSAND DOLLARS (\$12,000) annually, unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 28 “Amendment” of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subconsultant contracts. Subconsultant charges shall be the compensation set forth in subsection (a) and Exhibit “B” include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum). The labor category in each invoice shall include detailed descriptions of tasks performed and the amount of time incurred for or allocated to the task. City shall independently review each invoice submitted by the contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disrupted, the invoice shall be approved and paid according

to the terms set forth in subsection (c). In the event any charges or expenses are disputed by the City, the original invoice shall be returned by City to Contractor for correction and resubmission.

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) DAYS AFTER SUBMITTED TO City. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Service. Contractor shall maintain any and all ledgers,

books of account, invoices, vouchers, cancelled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 9. STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully competently and to the best of Consultant’s ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement, and shall use such skill, prudence, and diligence as other members of the Contractor’s profession possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards and performance criteria may be set forth in Exhibit “A” “Scope of Work” that shall also be applicable to Contractors work under this Agreement. Where there is a conflict between a general and specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

Contractor shall keep informed of and comply with all applicable federal, state and local laws, statues, codes, ordinance, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement, excepting that Contractor shall not be required to obtain a City business license. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

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

SECTION 12. NONDISCRIMINATION

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

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

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

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

(c) City understands and acknowledges that Contractor will, perform non-related services for tother governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 16. INDEMNIFICATION.

(a) Indemnification by Contractor. As provided under Civil Code Section 2782.8, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents (Indemnified Parties") from and against any and all claims, action and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgements, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, its officers, agents, employees or sub-consultants (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. In the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City, its contractors and other Contractors, and Contractor, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence. Notwithstanding the foregoing, in the event one or more defendants are unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Contractor shall meet and confer with other parties regarding unpaid defense costs. The provisions of this section pertaining to Contractor's duty to defend shall not apply if there is a project-specific general liability policy of insurance that insures all project participants for general liability exposure on a primary basis and also covers all Contractors involved with the project for their legal liability arising out of their professional services on a primary basis.

(b) Indemnification from Sub-consultants. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional Indemnitees. In the event Contractor fails to obtain such indemnity obligations from as

required here, Contractor agrees to be fully responsible according to the terms of this section, Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section.

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

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the consultant in performing the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to and any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, immediately upon giving written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

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

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

(e) City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Agreement. Contractor will be entitled to an extension of time to complete performance under the Agreement equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensation Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all compensation and shall, when the default is cured, proceed with payment. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding compensation during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without delay, the Services to be performed under this agreement.

SECTION 24. NOTICES.

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

<u>City</u>	<u>Contractor</u>
City of Canyon Lake	Dan Sitar, R.N.
Fire Department	31589 Six Rivers Court
Attn: Fire Chief	Temecula, CA 92592
31516 Railroad Canyon Road	
Canyon Lake, CA 92587	

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

SECTION 25. AUTHORITY TO EXECUTE.

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

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the Canyon Lake Municipal Code.

SECTION 27. BINDING EFFECT.

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

SECTION 28. AMENDMENT.

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

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision not a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provision of the Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

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

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understands, whether oral or written, or entered into

between Contractor and City prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

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

SECTION 34. CONFLICTING TERMS.

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

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

CITY OF CANYON LAKE

Chris Mann
City Manager

ATTEST:

Ana V. Sauseda, CMC
City Clerk

CONSULTANT:

Dan Satir, R.N.

**EXHIBIT “A”
SCOPE OF SERVICES**

I. Contractor will perform the following Services:

- A. Assist in the oversight of the delivery of emergency medical services by the City of Canyon Lake Fire Department.
- B. Assist the City’s EMS Coordinator in the review and development of operational policies, procedures, and programs that directly or indirectly impact patient care in the delivery of emergency medical services.
- C. Collaborate with the Fire Department EMS Coordinator in the development, design, implementation, and evaluation of the Pre-Hospital Care Continuous Quality Improvement Program.
 - a. Review preidentified Patient Care Reports for quality control.
 - b. Provide individual instruction and training for quality control issues.
 - c. Develop training programs based on review of Patient Care Reports.
- D. Provide input and oversight of Emergency Medical Services System design issues, and patient care and clinical aspects of emergency medical services provided by the City.
- E. Provide advisory services to the Chief of the Canyon Lake Fire Department or his/her designee on issues of medical services, to include but not limited to, advise on physical examination, medical fitness programs for firefighters and patient care concerns.
- F. Assist with the development, implementation, and evaluation of any pilot programs identified by the Riverside County Emergency Medical Services Agency.
- G. Act as a liaison on behalf of the Canyon Lake Fire Department with the emergency medical community, including hospitals, Riverside County Emergency Medical Services Agency, and any other appropriate EMS agencies.
- H. Assist with the training needs of the Canyon Lake Fire Department to ensure all personnel maintain either their paramedic licenses or emergency medical technician certifications.

II. Contractor will utilize the following personnel to accomplish the Services:

- A. Dan Sitar, R.N.

**EXHIBIT “B”
COMPENSATION**

- I.** Contractor shall use the following rates of pay in the performance of the Services:
 - A. \$100.00 hourly

- II.** The total compensation for the Services shall not exceed TWELVE THOUSAND DOLLARS (\$12,000) on an annual bases as provided in Section 4 “Compensation and Method of Payment” of this Agreement.

**EXHIBIT “C”
INSURANCE**

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII. Contractor shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Contractor shall maintain professional liability insurance appropriate to the Contractor’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor’s services or termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of professional liability insurance no less than \$1,000,000 per occurrence.

B. Other Provisions. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days’ prior written notice by certified mail, return receipt requested, have been given to City.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Section. The Certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect the complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses or claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder not to fulfill the indemnification provisions and requirements of this Agreement.



STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Jeff LaTendresse, Fire Chief

DATE: December 6, 2021

SUBJECT: Adoption of Resolutions Approving Fire Department Mutual Aid Agreements with Various Entities Within Riverside County

Recommendation

That the City Council adopt:

1. Resolution No. 2021-75, authorizing the City Manager to execute an Agreement with the City of Corona for Mutual Aid for Fire Protection and Rescue Services, and
2. Resolution No. 2021-76, authorizing the City Manager to execute an Agreement with the Pechanga Band of Luiseño Indians for Mutual Aid for Fire Protection and Rescue Services

Background

On November 4, 2020, the City Council adopted Resolution No. 2020-48, declaring the City of Canyon Lake's intent to establish a municipal fire department and authorizing the City Manager to take such actions as necessary to prepare the City of Canyon Lake to begin fire department operations on January 1, 2022. The funding established for this new fire department was sufficient to staff one Advanced Life Support (ALS) engine company each day with a crew of four personnel (Captain, Engineer, Firefighter/Paramedic, and when available a Reserve Firefighter). This staffing level was never intended to be the sole response force for Canyon Lake and the Fire Chief has been working to establish agreements with neighboring fire agencies for both automatic and mutual aid.

There is a difference between automatic and mutual aid that needs to be understood as these agreements move forward. Automatic aid is typically an agreement shared between adjoining fire agencies with a contiguous border that have agreed to send pre-identified resources. These agreements are usually preprogrammed into the computer aided dispatch system (CAD) and when an incident occurs, the automatic aid resources are dispatched

simultaneously with the “home” agency. There is no need for any additional approvals or communications as it is all predetermined and preprogramed. As the City of Canyon Lake is surrounded completely by the Riverside County/Cal Fire Department, the only agency we could have an automatic aid agreement with is them.

As the City experienced earlier this year, no one fire agency is fully self-sufficient and all need, at times, to call on mutual aid resources. During the storage fire this past May, Riverside County/Cal Fire had fire engines from the cities of Corona, Riverside, and Murrieta on scene, while the City of Hemet had a fire engine covering the community of Winchester. This is how the system should work; the closer resources are sent to the fire while further away resources move up and cover the holes created. This is what the City is working towards with the mutual aid agreements being brought forward today.

The City of Canyon Lake has secured mutual aid agreements from the cities of Calimesa, Murrieta, and March Air Reserve Base. The attached agreements with the City of Corona and the Pechanga Band of Luiseño Indians are identical to the previous agreements brought before the City Council last month with the Cities of Calimesa and Murrieta. Due to the administrative review process the agreement with the City of Riverside was not available in time for this meeting, and it is anticipated it will be brought forth at the January City Council meeting. Additionally, the Fire Chief is planning meetings with the Chiefs from the Hemet and Soboba Fire Departments to have additional discussion regarding the establishment of mutual aid agreements with those agencies.

The mutual aid agreements are, for the most part, identical in nature and permit one agency to share resources with another agency. Mutual aid is voluntary and can be denied at any time. Also, unlike automatic aid, mutual aid is manual process that must be initiated by a fire officer either enroute or at the scene of the emergency and must be approved by the supporting agency. There is no cost for the first 12 hours of an incident, and after 12 hours the requesting department could be responsible for any incurred operational costs. The attached agreements also include an operational plan which can be reviewed and amended with the agreement of both fire chiefs.

Fiscal Impact

There is no fiscal impact with any of the attached mutual aid agreements.

Attachments

1. Resolution No. 2021-75 – Mutual Aid Agreement with the City of Corona
2. Resolution No. 2021-76 – Mutual Aid Agreement with the Pechanga Band of Luiseño Indians

ATTACHMENT 1

RESOLUTION NO. 2021-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE CITY OF CORONA FOR MUTUAL AID FOR FIRE PROTECTION AND RESCUE SERVICES

WHEREAS, on November 4, 2020, the City Council adopted Resolution No. 2020-48, declaring the City of Canyon Lake’s intent to establish a municipal fire department and authorizing the City Manager to take such actions as necessary to prepare the City of Canyon Lake to begin fire department operations on January 1, 2022; and

WHEREAS, it is in the best interest of the citizens of Corona and Canyon Lake to provide the most expeditious response to suppress fires and render other emergency services; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire and rescue services on a day to day basis; and

WHEREAS, the Fire Chiefs of each agency agree to meet as needed and update the attached Operational Plan to ensure the effectiveness of the Mutual Aid agreement; and

WHEREAS, it is imperative that the Mutual Aid agreement be ratified so that both agencies have the approved documents in place prior to the Canyon Lake Fire Department’s start date of January 1, 2022.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the City Council of the City of Canyon Lake.

Section 2. The City Council hereby approves the Mutual Aid Agreement that will go into effect on January 1, 2022, and authorizes the City Manager, or their designee, to update the attached Operational Plan as needed.

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Section 3. The City Council authorizes the City Manager, or their designee, to sign and execute the Mutual Aid Agreement with the City of Corona attached hereto as Exhibit A.

PASSED, APPROVED, AND ADOPTED on this 6th day of December, 2021.

Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

Exhibit A

**Agreement for Mutual Aid
Between
The City of Corona
And
The City of Canyon Lake**

This Agreement is made and entered into by and between the City of Corona (herein referred to as “Corona”) and the City of Canyon Lake (herein referred to as “Canyon Lake”).

Witnesseth:

WHEREAS, the parties to this Agreement are both legally empowered to provide fire protection and rescue services within their respective jurisdictions; and,

WHEREAS, it is in the best interest of the citizens of Corona and Canyon Lake to provide the most expeditious response to suppress fires and render other emergency services: and,

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire and rescue services on a day to day basis; and,

WHEREAS, this Agreement is authorized by provisions of applicable state and federal law;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree to undertake mutual aid under the terms, provisions, and conditions hereinafter provided.

MUTUAL AID:

1. Corona and Canyon Lake agree to assist mutually for emergency incidents that do or may surpass the receiving party’s capabilities.
2. Mutual Aid responses from either party shall include personnel, equipment, material, and supplies, usually and customarily used within the sending part’s jurisdiction, notwithstanding any other provisions of this Agreement.
3. Upon notification from its primary dispatch facility, Corona will, with the approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within the Canyon Lake jurisdictional boundaries. Upon notification from its primary dispatch facility, Canyon Lake will, with the approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within the Corona jurisdictional boundaries. Resources requested by either Corona or Canyon Lake will be released as soon as possible by the requesting party.
4. The terms listed in Section 3, are conditional upon the availability of resources from the sending agency. Neither Corona nor Canyon Lake, while attempting to rendering aid to the other, shall be obligated to reduce its resources to the extend that creates a situation that is detrimental to its citizens. The Duty Officer in charge of the assisting agency shall make such determination.

5. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation for using its resources for furnishing fire or rescue response within any part of its jurisdiction. The assisting fire department's response to a request for aid will be dependent upon the existing emergency conditions within its jurisdiction and the status of its resources. If an assisting fire department cannot respond under this Agreement, it must immediately notify the requesting communication center.
6. Details of the amounts and types of assistance to be dispatched, radio communication methods, methods of requesting aid, and positions authorized to send and receive such requests shall be recorded in an Operating Plan and signed by the Fire Chiefs of Corona and Canyon Lake. The terms, as agreed upon by both Corona and Canyon Lake, are recorded in the Operating Plan (Attachment "A"). Said Attachment "A" is hereby made a part of this Agreement by this reference.
7. In those instances where an assisting fire department arrives before the jurisdictional fire department, the assisting fire department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional fire department will arrive shortly after the arrival of the assisting fire department. Thereafter, the responsibility for coping with the situation will be immediately assumed by the jurisdictional fire department upon its arrival at the scene. The assisting fire department personnel will be under the direction of the officer-in-charge of the jurisdictional fire department. It is further agreed that the assisting fire department will be released from the scene as soon as is practical by the jurisdictional fire department.
8. Neither Corona nor Canyon Lake shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, or liability, claims incurred which may occur in the course of rendering assistance herein provided for.
9. Nothing herein shall preclude either party from making claims to signatories of the State of California Cooperative Agreement for Local Government Fire Suppression (Five-Party Agreement), or any other reimbursement or claim instrument which may arise during the life of this Agreement, if all other criteria for such a claim have been met.

AUTOMATIC AID

1. There is no automatic aid.

INDEMNIFICATION

1. Corona agrees to indemnify, defend (with counsel reasonably approved by Canyon Lake) and hold harmless Canyon Lake and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by Canyon Lake on account of any claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault or indemnitees. Corona's

indemnification obligation applies to Canyon Lake's "active" as well as "passive" negligence but does not apply to Canyon Lake's "sole negligence" or "willful" misconduct within the meaning of Civil Code Section 2782.

2. Canyon Lake agrees to indemnify, defend (with counsel reasonably approved by Corona) and hold harmless Corona and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by Corona on account of any claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault or indemnitees. Canyon Lake's indemnification obligation applies to Corona's "active" as well as "passive" negligence but does not apply to Corona's "sole negligence" or "willful" misconduct within the meaning of Civil Code Section 2782.

COMPARATIVE FAULT

1. In the event that Canyon Lake and Corona are determined to be comparatively at fault for any claim, action, loss, or damage that results from their respective obligations under this Agreement, Canyon Lake and/or Corona shall indemnify the other to the extent of its comparative fault.

INSURANCE

1. Canyon Lake and Corona are authorized self-insurance public entities for purpose of Professional Liability, General Liability, Automobile Liability, Workers' Compensation, and Property Damage and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the term, conditions, or obligations of this Agreement. At no time shall the employee of one party be considered the employees of the other.

DISCRIMINATION

1. The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

WAIVER OF BREACH

1. A waiver of breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this Agreement.

APPLICABLE LAWS

1. At all times during the term of this Agreement, Canyon Lake and Corona shall comply with all applicable laws, ordinances, rules, and regulations of the United States of America, the State of California, including all agencies and subdivisions thereof.

GENERAL PROVISIONS

1. Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction.
2. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.
3. Time is the essence of this Agreement. Neither Canyon Lake nor Corona shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the party to enforce prompt compliance with any of its provisions.
4. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.

TERM

1. The term of this Agreement shall be for a period of five (5) years until December 31, 2026.
2. Either party may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the party of such termination and specifying the effective date thereof, at least ninety (90) days after the same of such notice.

NOTICE; MISCELLANEOUS

1. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or his or her successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows:

Canyon Lake:

City of Canyon Lake
Attn: Fire Chief
31516 Railroad Canyon Road
Canyon Lake, CA 92587

Corona:

City of Corona
Attn: Fire Chief
735 Public Safety Way
Suite #201
Corona, CA 92878

2. Either party, upon written notice, may change such addresses to the other party given as provided in this section.
3. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.

CAPTIONS

1. The paragraph captions and headings in this Agreement are the convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

DISTRICT REPRESENTATIVES

1. Corona Representative – Corona hereby designates the Corona Fire Chief and his or her designee to act as its representative for the performance of this Agreement. Corona's representative shall have the power to act on behalf of Corona for all purposes under this Agreement. Consultants shall not accept direction or orders from any person other than the Corona's Representative and his or her designee.
2. Canyon Lake Representative- Canyon Lake hereby designates the Canyon Lake Fire Chief and his or her designee to act as its representative for the performance of this Agreement. Canyon Lake's representative shall have the power to act on behalf of Canyon Lake for all purposes under this Agreement. Consultants shall not accept direction or orders from any person other than the Canyon Lake's Representative and his or her designee.

VENUE

1. The venue of any action or claim brought by any party to the Agreement will be the Superior Court of Riverside County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to Riverside Public County.

IN WITNESS WHEREOF, this agreement had been executed and approved and is effective and operative as to each of the parties are herein provided.

City of Corona

City of Canyon Lake

By _____
(Authorize signature-sign in blue ink)

By _____
(Authorize signature-sign in blue ink)

Name _____
(Print or type name of person signing contract)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Title _____
(Print or Type)

Dated _____

Dated _____

Address _____

Address _____

Attachment "A"
2021 Mutual Aid Operating Plan Between
The Corona Fire Department
And
The Canyon Lake Fire Department

INTRODUCTION

The purpose of this Operating Plan is to define the process of implementing the Mutual Aid Agreement. The Mutual Aid Operating Plan consists of:

I. Automatic Aid

There is no Automatic Aid

II. Mutual Aid

All requests under this Operating Plan shall be Mutual Aid. Immediately upon receiving a mutual aid request, the sending agency's dispatch center shall contact the sending agency's Duty Officer to approve or deny the mutual request. Mutual Aid boundaries are at the discretion of the Duty Officer.

III. Types of Mutual Aid Equipment

This Agreement is for large incident support and may include resources such as Type 1 Engines, Type 3 Engines, Type 6 Engines, Fire Trucks, or Overhead Personnel.

IV. Additional Equipment

This Agreement excludes Technical Rescue Units or other specialized resources which may be requested under California Master Mutual Aid (MMA) or Assistance by Hire (ABH) and subject to the approval by sending agency.

V. Incident Communications

Units shall be dispatched on their agency's standard frequency. While en route, the jurisdictional dispatch center will establish the appropriate command and tactical frequencies.

VI. Incident Management

All Fire Department incidents will utilize the Incident Command System (ICS) for incident management. As resources arrive, command responsibility is transferred through the following succession, first arriving Company Officer, who may pass command to second arriving Company Officer. The jurisdictional department shall immediately assume responsibility for coping with the incident upon its arrival. The assisting fire department personnel will be under the direction of the officer in charge of the jurisdictional department.

Brian Young, Fire Chief
Corona Fire Department

Jeff LaTendresse, Interim Fire Chief
Canyon Lake Fire Department

ATTACHMENT 2

RESOLUTION NO. 2021-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PECHANGA BAND OF LUISEÑO INDIANS FOR MUTUAL AID FOR FIRE PROTECTION AND RESCUE SERVICES

WHEREAS, on November 4, 2020, the City Council adopted Resolution No. 2020-48, declaring the City of Canyon Lake’s intent to establish a municipal fire department and authorizing the City Manager to take such actions as necessary to prepare the City of Canyon Lake to begin fire department operations on January 1, 2022; and

WHEREAS, it is in the best interest of the citizens of the Pechanga Band of Luiseño Indians and Canyon Lake to provide the most expeditious response to suppress fires and render other emergency services; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire and rescue services on a day to day basis; and

WHEREAS, the Fire Chiefs of each agency agree to meet as needed and update the attached Operational Plan to ensure the effectiveness of the Mutual Aid agreement; and

WHEREAS, it is imperative that the Mutual Aid agreement be ratified so that both agencies have the approved documents in place prior to the Canyon Lake Fire Department’s start date of January 1, 2022.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the City Council of the City of Canyon Lake.

Section 2. The City Council hereby approves the Mutual Aid Agreement that will go into effect on January 1, 2022, and authorizes the City Manager, or their designee, to update the attached Operational Plan as needed.

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Section 3. The City Council authorizes the City Manager, or their designee, to sign and execute the Mutual Aid Agreement with the Pechanga Band of Luiseño Indians attached hereto as Exhibit A.

PASSED, APPROVED, AND ADOPTED on this 6th day of December, 2021.

Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

Exhibit A

**Agreement for Mutual Aid
Between
The Pechanga Band of Luiseño Indians
And
The City of Canyon Lake**

This Agreement is made and entered into by and between the Pechanga Band of Luiseño Indians (herein referred to as “Pechanga”) and the City of Canyon Lake (herein referred to as “Canyon Lake”).

Witnesseth:

WHEREAS, the parties to this Agreement are both legally empowered to provide fire protection and rescue services within their respective jurisdictions; and,

WHEREAS, it is in the best interest of the citizens of Pechanga and Canyon Lake to provide the most expeditious response to suppress fires and render other emergency services: and,

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire and rescue services on a day to day basis; and,

WHEREAS, this Agreement is authorized by provisions of applicable state and federal law;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree to undertake mutual aid under the terms, provisions, and conditions hereinafter provided.

MUTUAL AID:

1. Pechanga and Canyon Lake agree to assist mutually for emergency incidents that do or may surpass the receiving party’s capabilities.
2. Mutual Aid responses from either party shall include personnel, equipment, material, and supplies, usually and customarily used within the sending part’s jurisdiction, notwithstanding any other provisions of this Agreement.
3. Upon notification from its primary dispatch facility, Pechanga will, with the approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within the Canyon Lake jurisdictional boundaries. Upon notification from its primary dispatch facility, Canyon Lake will, with the approval of its Duty Officer, respond with the requested type of emergency equipment to an incident within the Pechanga jurisdictional boundaries. Resources requested by either Pechanga or Canyon Lake will be released as soon as possible by the requesting party.
4. The terms listed in Section 3, are conditional upon the availability of resources from the sending agency. Neither Pechanga nor Canyon Lake, while attempting to rendering aid to the other, shall be obligated to reduce its resources to the extent that creates a situation

that is detrimental to its citizens. The Duty Officer in charge of the assisting agency shall make such determination.

5. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation for using its resources for furnishing fire or rescue response within any part of its jurisdiction. The assisting fire department's response to a request for aid will be dependent upon the existing emergency conditions within its jurisdiction and the status of its resources. If an assisting fire department cannot respond under this Agreement, it must immediately notify the requesting communication center.
6. Details of the amounts and types of assistance to be dispatched, radio communication methods, methods of requesting aid, and positions authorized to send and receive such requests shall be recorded in an Operating Plan and signed by the Fire Chiefs of Pechanga and Canyon Lake. The terms, as agreed upon by both Pechanga and Canyon Lake, are recorded in the Operating Plan (Attachment "A"). Said Attachment "A" is hereby made a part of this Agreement by this reference.
7. In those instances where an assisting fire department arrives before the jurisdictional fire department, the assisting fire department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional fire department will arrive shortly after the arrival of the assisting fire department. Thereafter, the responsibility for coping with the situation will be immediately assumed by the jurisdictional fire department upon its arrival at the scene. The assisting fire department personnel will be under the direction of the officer-in-charge of the jurisdictional fire department. It is further agreed that the assisting fire department will be released from the scene as soon as is practical by the jurisdictional fire department.
8. Neither Pechanga nor Canyon Lake shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, or liability, claims incurred which may occur in the course of rendering assistance herein provided for.
9. Nothing herein shall preclude either party from making claims to signatories of the State of California Cooperative Agreement for Local Government Fire Suppression (Five-Party Agreement), or any other reimbursement or claim instrument which may arise during the life of this Agreement, if all other criteria for such a claim have been met.

AUTOMATIC AID

1. There is no automatic aid.

INDEMNIFICATION

1. Pechanga agrees to indemnify, defend (with counsel reasonably approved by Canyon Lake) and hold harmless Canyon Lake and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by Canyon Lake on account of any

claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault or indemnitees. Pechanga's indemnification obligation applies to Canyon Lake's "active" as well as "passive" negligence but does not apply to Canyon Lake's "sole negligence" or "willful" misconduct within the meaning of Civil Code Section 2782.

2. Canyon Lake agrees to indemnify, defend (with counsel reasonably approved by Pechanga) and hold harmless Pechanga and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by Pechanga on account of any claims except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault or indemnitees. Canyon Lake's indemnification obligation applies to Pechanga's "active" as well as "passive" negligence but does not apply to Pechanga's "sole negligence" or "willful" misconduct within the meaning of Civil Code Section 2782.

COMPARATIVE FAULT

1. In the event that Canyon Lake and Pechanga are determined to be comparatively at fault for any claim, action, loss, or damage that results from their respective obligations under this Agreement, Canyon Lake and/or Pechanga shall indemnify the other to the extent of its comparative fault.

INSURANCE

1. Canyon Lake and Pechanga are authorized self-insurance public entities for purpose of Professional Liability, General Liability, Automobile Liability, Workers' Compensation, and Property Damage and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the term, conditions, or obligations of this Agreement. At no time shall the employee of one party be considered the employees of the other.

DISCRIMINATION

1. The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

WAIVER OF BREACH

1. A waiver of breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provisions of this Agreement.

APPLICABLE LAWS

1. At all times during the term of this Agreement, Canyon Lake and Pechanga shall comply with all applicable laws, ordinances, rules, and regulations of the United States of America, the State of California, including all agencies and subdivisions thereof.

GENERAL PROVISIONS

1. Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction.
2. When consistent with the context of the Agreement, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.
3. Time is the essence of this Agreement. Neither Canyon Lake nor Pechanga shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the party to enforce prompt compliance with any of its provisions.
4. Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.

TERM

1. The term of this Agreement shall be for a period of five (5) years until December 31, 2026.
2. Either party may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the party of such termination and specifying the effective date thereof, at least ninety (90) days after the same of such notice.

NOTICE; MISCELLANEOUS

1. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or his or her successor, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows:

Canyon Lake:

City of Canyon Lake
Attn: Fire Chief
31516 Railroad Canyon Road
Canyon Lake, CA 92587

Pechanga:

Pechanga Band of Luiseño Indians
Attn: Fire Chief
P. O. Box 1477
Temecula, CA 92593

2. Either party, upon written notice, may change such addresses to the other party given as provided in this section.
3. It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.

CAPTIONS

1. The paragraph captions and headings in this Agreement are the convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

DISTRICT REPRESENTATIVES

1. Pechanga Representative – Pechanga hereby designates the Pechanga Fire Chief and his or her designee to act as its representative for the performance of this Agreement. Pechanga's representative shall have the power to act on behalf of Pechanga for all purposes under this Agreement. Consultants shall not accept direction or orders from any person other than the Pechanga's Representative and his or her designee.
2. Canyon Lake Representative – Canyon Lake hereby designates the Canyon Lake Fire Chief and his or her designee to act as its representative for the performance of this Agreement. Canyon Lake's representative shall have the power to act on behalf of Canyon Lake for all purposes under this Agreement. Consultants shall not accept direction or orders from any person other than the Canyon Lake's Representative and his or her designee.

VENUE

1. The venue of any action or claim brought by any party to the Agreement will be the Superior Court of Riverside County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to Riverside County.

IN WITNESS WHEREOF, this agreement had been executed and approved and is effective and operative as to each of the parties are herein provided.

Pechanga Band of Luiseño Indians

City of Canyon Lake

By _____
(Authorize signature-sign in blue ink)

By _____
(Authorize signature-sign in blue ink)

Name _____
(Print or type name of person signing contract)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Title _____
(Print or Type)

Dated _____

Dated _____

Address _____

Address _____

Attachment "A"
2021 Mutual Aid Operating Plan Between
The Pechanga Fire Department
And
The Canyon Lake Fire Department

INTRODUCTION

The purpose of this Operating Plan is to define the process of implementing the Mutual Aid Agreement. The Mutual Aid Operating Plan consists of:

- I. Automatic Aid**
There is no Automatic Aid

- II. Mutual Aid**
All requests under this Operating Plan shall be Mutual Aid. Immediately upon receiving a mutual aid request, the sending agency's dispatch center shall contact the sending agency's Duty Officer to approve or deny the mutual request. Mutual Aid boundaries are at the discretion of the Duty Officer.

- III. Types of Mutual Aid Equipment**
This Agreement is for large incident support and may include any one (1) resource such as Type 1 Engine, Type 3 Engine, Type 6 Engine, Fire Truck, or Overhead Personnel.

- IV. Additional Equipment**
This Agreement excludes Technical Rescue Units or other specialized resources which may be requested under California Master Mutual Aid (MMA) or Assistance by Hire (ABH) and subject to the approval by sending agency.

- V. Incident Communications**
Units shall be dispatched on their agency's standard frequency. While en route, the jurisdictional dispatch center will establish the appropriate command and tactical frequencies.

- VI. Incident Management**
All Fire Department incidents will utilize the Incident Command System (ICS) for incident management. As resources arrive, command responsibility is transferred through the following succession, first arriving Company Officer, who may pass command to second arriving Company Officer. The jurisdictional department shall immediately assume responsibility for coping with the incident upon its arrival. The assisting fire department personnel will be under the direction of the officer in charge of the jurisdictional department.

Jason Keeling, Fire Chief
Pechanga Fire Department

Jeff LaTendresse, Fire Chief
Canyon Lake Fire Department



ITEM NO. 11

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Jeff LaTendresse, Fire Chief

DATE: December 6, 2021

SUBJECT: Adoption of Resolution No. 2021-77, Authorizing the City Manager to Execute an Automatic Aid Agreement with the Idyllwild Fire Protection District for Fire and Emergency Services

Recommendation

That the City Council adopt Resolution No. 2021-77, authorizing the City Manager to execute an Automatic Aid Agreement with the Idyllwild Fire Protection District for Fire and Emergency Services.

Background

On November 4, 2020, the City Council adopted Resolution No. 2020-48, declaring the City of Canyon Lake's intent to establish a municipal fire department and authorizing the City Manager to take such actions as necessary to prepare the City of Canyon Lake to begin fire department operations on January 1, 2022. The funding established for this new fire department was sufficient to staff one Advanced Life Support (ALS) engine company each day with a crew of four personnel (Captain, Engineer, Firefighter/Paramedic, and when available a Reserve Firefighter). This staffing level was never intended to be the sole response force for Canyon Lake and the Fire Chief has been working to establish agreements with neighboring fire agencies for both automatic and mutual aid.

In previous staff reports the differences between automatic and mutual has been explained in detail. Typically, automatic aid is an agreement shared between adjoining fire agencies with a contiguous border that have agreed to send pre-identified resources. These agreements are usually preprogrammed into the computer aided dispatch (CAD) system and when an incident occurs, the automatic aid resources are dispatched simultaneously with the "home" agency. In the attached automatic aid agreement with the Idyllwild Fire Protection District you will find a document that says "automatic" yet it is actually a mutual aid agreement. This agreement will be triggered by a verbal request from one agency, through their respective dispatch center, that resources from the other agency be sent under

the State's Master Mutual Aid Agreement. For internal purposes the Idyllwild Fire Protection District uses the terms "automatic" and "mutual" synonymously.

As the City experienced earlier this year, no one fire agency is fully self-sufficient and all need, at times, to call on mutual aid resources. During the storage fire this past May, Riverside County/Cal Fire had fire engines from the cities of Corona, Riverside, and Murrieta on scene, while the City of Hemet had a fire engine covering the community of Winchester. This is how the system should work; the closer resources are sent to the fire while further away resources move up and cover the holes created. This is what the City is working towards with the mutual aid agreements being brought forward today.

The City of Canyon Lake has secured mutual aid agreements from the cities of Calimesa, Murrieta, and March Air Reserve Base. In the previous staff report mutual aid agreements were presented to the City Council for consideration from the City of Corona and the Pechanga Band of Luiseño Indians. The attached agreement with the Idyllwild Fire Protection District is similar in nature to the previous agreements brought before the City Council last month and earlier this evening. Due to the administrative review process the agreement with the City of Riverside was not available in time for this meeting, and it is anticipated it will be brought forth at the January City Council meeting. Additionally, the Fire Chief is planning meetings with the Chiefs from the Hemet and Soboba Fire Departments to have additional discussion regarding the establishment of mutual aid agreements with those agencies.

The aid agreements are, for the most part, identical in nature and permit one agency to share resources with another agency. This agreement for aid is voluntary and can be denied at any time. As stated previously, this agreement is a manual process that must be initiated by a fire officer either enroute or at the scene of the emergency and must be approved by the supporting agency. There is no cost for the first 12 hours of an incident, and after 12 hours the requesting department could be responsible for any incurred operational costs. The attached agreement also includes an operational plan which can be reviewed and amended with the agreement of both fire chiefs.

Fiscal Impact

There is no fiscal impact with any of the attached mutual aid agreements.

Attachments

1. Resolution No. 2021-77

ATTACHMENT 1

RESOLUTION NO. 2021-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE IDYLLWILD FIRE PROTECTION DISTRICT FOR AUTOMATIC AID FOR FIRE PROTECTION AND RESCUE SERVICES

WHEREAS, on November 4, 2020, the City Council adopted Resolution No. 2020-48, declaring the City of Canyon Lake’s intent to establish a municipal fire department and authorizing the City Manager to take such actions as necessary to prepare the City of Canyon Lake to begin fire department operations on January 1, 2022; and

WHEREAS, it is in the best interest of the citizens of the Idyllwild Fire Protection District and Canyon Lake to provide the most expeditious response to suppress fires and render other emergency services; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire and rescue services on a day to day basis; and

WHEREAS, the Fire Chiefs of each agency agree to meet as needed and update the attached Operational Plan to ensure the effectiveness of the Automatic Aid agreement; and

WHEREAS, it is imperative that the Automatic Aid agreement be ratified so that both agencies have the approved documents in place prior to the Canyon Lake Fire Department’s start date of January 1, 2022.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the City Council of the City of Canyon Lake.

Section 2. The City Council hereby approves the Automatic Aid Agreement that will go into effect on January 1, 2022, and authorizes the City Manager, or their designee, to update the attached Operational Plan as needed.

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Section 3. The City Council authorizes the City Manager, or their designee, to sign and execute the Automatic Aid Agreement with the Idyllwild Fire Protection District attached hereto as Exhibit A.

PASSED, APPROVED, AND ADOPTED on this 6th day of December, 2021.

Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

Exhibit A

AUTOMATIC AID AGREEMENT

This Automatic Aid Agreement (“Agreement”) made and entered into this _____ day of _____, 2021 by and between the CITY OF CANYON LAKE, a general law city and municipal corporation (“City”) and the IDYLLWILD FIRE PROTECTION DISTRICT, a special district formed under the Fire Protection District Law of 1987, Health and Safety Code §13800, et seq. formed to provide fire protection and other emergency services (“District”). collectively the (“Parties”).

In consideration of the mutual promises, covenants and conditions hereinafter set fourth, the Parties agree as follows:

1. The Parties, as part of their respective emergency services, each is an, or maintains an organized and equipped fire department, charged with the duties of fire prevention, protection, rescue, and emergency medical service within their respective jurisdictions and hereby agree that it would be of great benefit to each Party, that the services of such be extended outside of their jurisdictional boundaries from time to time, under the circumstances described herein and that:

1.1 City’s Fire Department will respond to fire, rescue, and EMS incidents outside of its jurisdiction and within the jurisdiction of the DISTRICT.

1.2 DISTRICT will respond to fire, rescue and EMS incidents outside of its jurisdiction and within the jurisdiction of the city.

Both Parties, Therefore, in agreement:

2. Operational Plan

2.1 The specific details of the services being provided within this Agreement shall be determined by each Party’s respective Fire Chief or his/her designee. This designee shall only be given such authority in writing by his/her Fire Chief.

2.2 The Party’s respective Fire Chief shall develop an Operational Plan which shall become a part of this Agreement. This Plan should be reviewed annually or from time to time as necessary.

2.3 The Operational plan will cover the detail of emergency responses shall adhere to the closest unit and additional needs concept.

3. Mutual Aid and Response

3.1 Pursuant to the authority granted by Section 55632 of the California Government Code, (Calif. Disaster and Civil Defense Master Mutual Aid Agreement). The Parties agree to respond to emergency incidents outside of their respective geographical jurisdictions.

3.2 Both Parties agree to respond within the geographical jurisdictions of the other as the need arises to assist the other Party.

4. The Parties of this Agreement shall be fully responsible for the following:

- Workers Compensation Insurance covering its own employees, without cost to the other Party.
- Each party shall be responsible to pay its own personnel without cost to the other agency.
- Each party shall be responsible for any and all repair, maintenance and insurance of its own equipment, including but not limited to: Fuel, Oil, Lubrication, Parts, Paint, Liability, Casualty and Damage.
- Each party will be responsible to provide law enforcement and traffic control personnel within its own geographical boundaries.

5. Each of the respective Parties' Fire Chiefs shall have joint authority and responsibility for the administration of this Agreement.

6. The Party receiving aid shall, to the best of its ability provide an officer of its department, who will assume command and responsibility for the emergency scene.

7. No payment of any kind shall be made for compensation as a result of service provided under the terms of this Agreement. Services performed under the terms of this Agreement are limited to staffed apparatus, rescue equipment, aerial apparatus and overhead. This Agreement does not supersede any other Agreement or its ability to charge for said services.

8. Authorization for entry onto land within jurisdictional boundaries of each Party for the implementation of service described within this Agreement will be deemed automatic pursuant to this Agreement.

9. No forces working for either party will knowingly perform any act of any nature which will bring discredit or reflect negatively on the other Party in the performance of their duty of service.

10. Under no circumstance should there be any delay in responsiveness to this Agreement. It is hereby agreed that both agencies shall send forces promptly to each other to the best of their abilities.

11. Each Party shall take great care in the preservation of evidence and shall assist in any and all investigations as a result of their service to the other Party.

12. It is understood that each Party shall defend, indemnify, and hold harmless the other Party and their agents, employees, and other personnel, of and from any and all liabilities, claims, demands and debts arising from any suit, action or cause in any manner

connected with any and all act or omission of such indemnifying Party hereunder, or its agents servants, employees, done or performed pursuant to the terms and conditions of this agreement.

13. This Agreement shall become effective as of the date and year herein above when fully executed by an authorized representative of the signing Party. This written Agreement also constitutes the entire agreement, and no additions or deletions shall be accepted or relied upon. The Agreement in its entirety will continue until terminated by either Party after proper and certified notification of 120 days notice.

14. Any correspondence shall be given via US mail to:

City of Canyon Lake Fire Department
28730 Vacation Drive
Canyon Lake CA, 92587
Attn: Fire Chief

Idyllwild Fire Protection District
P.O. Box 656
Idyllwild, CA 92549
Attn: Fire Chief

APPROVALS

Chris Mann, City Manager

Henry Sawicki, Board President

Canyon Lake, Fire Chief

Idyllwild FPD, Fire Chief

Attest:

City Attorney

Attorney for Idyllwild FPD

Approved as to form:



ITEM NO. 12

STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Chris Mann, City Manager *CM*

BY: Jeff LaTendresse, Fire Chief

DATE: December 6, 2021

SUBJECT: Adoption of Resolution No. 2021-78 Authorizing the City Manager to Execute an Automatic Aid Agreement for Fire and Emergency Services with the County of Riverside/Cal Fire

Recommendation

That the City Council adopt Resolution No. 2021-78 authorizing the City Manager to execute an Automatic Aid Agreement for Fire and Emergency Services with the County of Riverside/Cal Fire.

Background

On November 4, 2020, the City Council adopted Resolution No. 2020-48, declaring the City of Canyon Lake's intent to establish a municipal fire department and authorizing the City Manager to take such actions as necessary to prepare the City of Canyon Lake to begin fire department operations on January 1, 2022. The funding established for this new fire department was sufficient to staff one Advanced Life Support (ALS) engine company each day with a crew of four personnel (Captain, Engineer, Firefighter/Paramedic, and when available a Reserve Firefighter). This staffing level was never intended to be the sole response force for Canyon Lake and the Fire Chief has been working to establish agreements with neighboring fire agencies for both automatic and mutual aid.

There is a difference between automatic and mutual aid that needs to be understood as these agreements move forward. Automatic aid is typically an agreement shared between adjoining fire agencies with a contiguous border that have agreed to send pre-identified resources. These agreements are usually preprogrammed into the computer aided dispatch system (CAD) and when an incident occurs, the automatic aid resources are dispatched simultaneously with the "home" agency. There is no need for any additional approvals or communications as it is all predetermined and preprogrammed. As the City of Canyon Lake is surrounded completely by the Riverside County/Cal Fire Department, the only agency we could have an automatic aid agreement with is them.

As the City experienced earlier this year, no one fire agency is fully self-sufficient and all need, at times, to call on automatic or mutual aid resources. During the storage fire this past May, Riverside County/Cal Fire had fire engines from the cities of Corona, Riverside, and Murrieta on scene, while the City of Hemet had a fire engine covering the community of Winchester. This is how the system should work; the closer resources are sent to the fire while further away resources move up and cover the holes created. This is what the City is working towards with the mutual aid agreements being brought forward today.

The City of Canyon Lake has secured mutual aid agreements from the cities of Calimesa, Murrieta, and March Air Reserve Base. In previous items this evening staff brought forward for City Council consideration mutual aid agreements with the City of Corona and the Pechanga Band of Luiseño Indians. Due to the administrative review process the mutual aid agreement with the City of Riverside was not available in time for this meeting, and it is anticipated it will be brought forth at the January City Council meeting. Additionally, the Fire Chief is planning meetings with the Chiefs from the Hemet and Soboba Fire Departments to have additional discussion regarding the establishment of mutual aid agreements with those agencies.

With the mutual aid agreements secured an automatic aid agreement with the County of Riverside/Cal Fire needed to be finalized. The City and the County had been in discussions for some time on the details for the agreement. The agreement will allow a County of Riverside/Cal Fire unit to respond into the City and also for a Canyon Lake Fire unit to respond into the surrounding areas outside the City when recommended by CAD. Each agency will be responsible to respond the first unit to their respective jurisdiction, and any additional, or second unit, would be dispatched under automatic aid. Once automatic aid is exhausted, should additional resources be needed, the agencies would be required to request mutual aid. There is no cost for automatic aid to either agency. The attached agreement also includes an operational plan which can be reviewed and amended with the agreement of both fire chiefs.

Fiscal Impact

There is no fiscal impact with the attached automatic aid agreement.

Attachments

1. Resolution No. 2021-78

ATTACHMENT 1

RESOLUTION NO. 2021-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RIVERSIDE COUNTY/CAL FIRE FOR AUTOMATIC AID FOR FIRE PROTECTION AND RESCUE SERVICES

WHEREAS, on November 4, 2020, the City Council adopted Resolution No. 2020-48, declaring the City of Canyon Lake’s intent to establish a municipal fire department and authorizing the City Manager to take such actions as necessary to prepare the City of Canyon Lake to begin fire department operations on January 1, 2022; and

WHEREAS, it is in the best interest of the citizens of Riverside County and Canyon Lake to provide the most expeditious response to suppress fires and render other emergency services; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire and rescue services on a day to day basis; and

WHEREAS, the Fire Chiefs of each agency agree to meet as needed and update the attached Operational Plan to ensure the effectiveness of the Automatic Aid agreement; and

WHEREAS, it is imperative that the Automatic Aid agreement be ratified so that both agencies have the approved documents in place prior to the Canyon Lake Fire Department’s start date of January 1, 2022.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the City Council of the City of Canyon Lake.

Section 2. The City Council hereby approves the Automatic Aid Agreement that will go into effect on January 1, 2022, and authorizes the City Manager, or their designee, to update the attached Operational Plan as needed.

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Section 3. The City Council authorizes the City Manager, or their designee, to sign and execute the Automatic Aid Agreement with the County of Riverside attached hereto as Exhibit A.

PASSED, APPROVED, AND ADOPTED on this 6th day of December, 2021.

Mayor

ATTEST:

Ana V. Sauseda, CMC
City Clerk

Exhibit A

AUTOMATIC AID AGREEMENT

THIS AGREEMENT, made and entered into this day _____, 2021, by and between the

COUNTY OF RIVERSIDE AND CITY OF CANYON LAKE

RECITALS

Both the County of Riverside and the City of Canyon Lake maintain, as part of their municipal service, an organized and equipped Fire Department, charged with the duty of fire protection and rescue within their respective jurisdiction, and they have agreed it would be to the benefit of each party that the services of such be, in some circumstances, extended outside of their jurisdictional boundaries, and

The parties both desire that in some circumstances City of Canyon Lake will respond to fire and emergency medical/rescue incidents outside of the corporate boundaries of the City of Canyon Lake, and that in some circumstances the Riverside County Fire Department will respond to fire and emergency medical/rescue incident within the jurisdictional boundaries of the City of Canyon Lake.

NOW, THEREFORE, AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES HERE TO AGREE AS FOLLOWS:

That the specific details of the services to be provided under this agreement shall be determined by the respective Fire Chiefs of both the City of Canyon Lake and the Riverside County Fire Department. These services shall be detailed in an Operating Plan which the Fire Chiefs shall develop and annually review. The Operating Plan, as it may be amended pursuant to that annual review, shall become part of this agreement as Exhibit A. It is understood that all plans that deal with emergency response shall adhere as closely as practical to the "closest unit" concept which forms the basis for this agreement.

Pursuant to the authority granted by Section 55632 of the California Government Code (California Disaster and Civil Defense Master Mutual Aid Agreement), the parties agree to respond to emergency incidents outside of their geographical jurisdictions, and into the geographical jurisdiction of the other in accordance with the terms of this agreement. The Fire Chief of the parties from time to time may amend Exhibit "A" attached hereto by mutual consent.

Each party shall maintain Worker's Compensation Insurance covering its own employees without cost to the other agency, and each agency shall pay its own personnel without cost to the other agency.

Each of the parties shall be fully responsible for all repair and maintenance, including gas, oil, lubrication, parts, replacement and repair of casualty damage of all of its own apparatus equipment used pursuant to this agreement while said equipment is used outside of its geographical boundaries.

Each party will be responsible to provide the law enforcement and traffic control personnel within its own geographical boundaries.

The Fire Chiefs of the parties shall have joint authority and responsibility for the administration of this agreement which they may delegate to their agents or employees in their respective Fire Departments.

The agency receiving aid shall provide (if possible) an officer of its Fire Department, who will be in charge and direct activities and assume the responsibility for releasing all Fire Department resources from the scene.

No payment of any kind shall be made between the parties as compensation for any services performed pursuant to this agreement. Services performed for no compensation are limited to staffed fire apparatus, rescue squads aerial fire apparatus and overhead (chief officer) personnel and associated equipment.

Each agency may, upon its own initiative, go upon land that is within the boundaries of the other agency to engage in fire suppression work without prior authorization, provided, however, that its forces shall not knowingly perform any act of a nature which will reflect to the discredit or which is contrary to the established policy of the responsible agency.

When an emergency incident occurs along the border between protection jurisdictions, it is agreed that under no circumstances should there be any delay in response pending determination of the precise location. It shall be agreed policy that both agencies shall send forces promptly to start appropriate action on borderline incidents. Each of the parties shall be fully responsible for the preservation of evidence.

Each party shall defend, indemnify, and hold harmless the other party and their respective agents, servants and employees, of and from any and all liabilities, claims, demands, debts, suits, actions and causes, arising out of or in any manner connected with, any act or omission of such indemnifying party hereunder, or its agents officers, servants, and/or employees, done or performed pursuant to the terms and conditions of this agreement.

This agreement shall be effective as of the day and year herein above written and continue until terminated by either party by giving 90 days' notice. Notice shall be given to the City of Canyon Lake at 31516 Railroad Canyon Road, Canyon Lake, CA 92587 or the Riverside County Fire Department at 210 West San Jacinto Avenue, Perris, CA 92570.

Once this agreement is fully executed, it shall not go into effect until the City of Canyon Lake notifies the Riverside County Fire Department, attesting in writing, directed to the address of Notice above, that the City of Canyon Lake has in operation an engine company consisting of, at a minimum, three personnel, with at least one Firefighter/Paramedic capable of providing Advanced Life Support. If at any point after this agreement goes into effect the City of Canyon Lake no longer has this required level and type of staffing, the City of Canyon Lake shall give notice in writing to the Riverside County Fire Department at the address above within five (5) business days of falling below such level of staffing. Once such notice is given, other than indemnification obligations for actions already undertaken under this agreement, if any, as set forth above, the parties to this Agreement shall have no obligations under this agreement unless and until the City of Canyon Lake provides notice to the Riverside County Fire Department in writing at the address above that the City of Canyon Lake again has in operation an engine company consisting of, at a minimum, three personnel, with at least one Firefighter/Paramedic capable of providing Advanced Life Support, at which point this agreement will again go fully into effect.

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Provision on following page]

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

CITY OF CANYON LAKE

Dated: _____

By: _____
Chris Mann, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Ana Sauseda, CMC

By: _____
Steven Graham, City Attorney

SEAL

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chair, Board of Supervisor

ATTEST:

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By: _____
Deputy Clerk

By: _____
MELISSA R. CUSHMAN
Deputy County Counsel

SEAL

AUTOMATIC AID AGREEMENT
County of Riverside and
City of Canyon Lake
4 of 4

EXHIBIT A
AUTOMATIC AID AGREEMENT
between the
RIVERSIDE COUNTY FIRE DEPARTMENT
and the CITY OF CANYON LAKE
2022 ANNUAL OPERATING PLAN

This Operating Plan is adopted pursuant to the Automatic Aid Agreement dated _____, 2021, between the County of Riverside ("County") on behalf of the Riverside County Fire Department ("RCFD") and the City of Canyon Lake ("Canyon Lake"). RVC and Canyon Lake are referred to individually herein as the "Party" or the "Agency" and are collectively referred to herein as the "Parties". The following Operating Plan outlines the dispatching, emergency incident response and command and control elements to implement the Automatic Aid Agreement.

This Operating Plan can be modified at any time with mutual written agreement by the Fire Chiefs for RCFD the Riverside County Fire Department and the City of Canyon Lake Fire Department ("CCLFD").

RECITALS:

1. RCFD is a department of the County, a political subdivision of the state of California, which is governed by the Riverside County Fire Department is a local government agency governed by the Riverside County Board of Supervisors. RVC provides life and property fire protection, emergency medical services ("EMS") response, hazardous materials response including hazardous material response team(s), technical rescue, and related emergency services. RCFD generally protects the unincorporated area of the County, its contractual partner cities, and certain community services districts.
2. The City of Canyon Lake is a California Government Code General Law City and CCLFD provides fire and rescue services within the city limits of the City of Canyon Lake.
3. The California Department of Forestry and Fire Protection ("CAL FIRE") is responsible for wildland fire protection in State Responsibility Area ("SRA") per Public Resources Code sections 4125-4127. None of the City of Canyon Lake's jurisdiction is within State Responsibility Area, although SRA in some cases is contiguous to Canyon Lake's jurisdiction.

In addition to providing wildland fire protection, CAL FIRE enters into cooperative fire protection agreements with local governments such has been the case in Riverside County since 1931.

4. RCFD is dispatched by the Perris Emergency Command Center ("Perris ECC") located in Perris, CA.
5. CCLFD is dispatched by Perris ECC. The County represents Canyon Lake in a dispatch agreement signed on September 21, 2021.
6. The Perris ECC also serves as the dispatch center for the Riverside County Fire and Rescue Operational Area coordinating all mutual aid activity within the County
7. The Agency responding to a request of the other agency may decline an automatic aid request.
8. Response as part of the Automatic Aid Agreement will be without expectation of cost reimbursement and will be considered Master Mutual Aid unless the criteria is met for reimbursement via another source.
9. Both Parties will adhere to EMS policies, procedures and protocols as required by the Riverside County EMS Agency and the California Emergency Medical Services Authority. Most regulations will appear in Health and Safety Code section 1797 et seq.
10. As an extension of this Operation Plan, both Parties will jointly train and ensure the highest levels of competence as part of this agreement.

EMERGENCY INCIDENT RESPONSES

1. Each of the Parties here to will respond with the appropriate apparatus and equipment dependent on availability of resources and as dispatched by their dispatch center.
2. The services to be rendered pursuant to the Automatic Aid Agreement shall consist of providing a single engine for response. Each Agency agrees to also provide, when and where possible, all its own additional apparatus and equipment necessary in the event of additional alarms within its own geographical boundaries or to request mutual aid from the operational area.
3. Both Parties may provide to each other, upon request, any special equipment needed to meet unusual emergency needs, provided such special equipment is available. This will only apply to resources considered Master Mutual Aid. Resources other than master mutual aid may be considered assistance by hire ("ABH"). This may include chief or fire officer response as well as approved apparatus and equipment upon request. CAL FIRE dozers, crews and aircraft are not considered mutual aid nor is a hazardous materials response team and apparatus.
4. All resource requests over and above this Automatic-Aid Agreement from each agency will be considered Mutual Aid unless covered by another cost reimbursement agreement (California Fire Assistance Agreement, California Master Cooperative

Wildland Fire Management and Stafford Act Response Agreement, et al.). All Mutual Aid will be requested through the Operational Area Fire and Rescue Coordinator.

5. The Incident Command System (“ICS”) will be the only system used for the command of emergencies. The agency having jurisdiction (“AHJ”) always has the command responsibility and the final authority as to strategy and tactics at the incident. The AHJ resource will assume command from the other agency upon arrival. When responding into the other agency's jurisdiction, the responding unit becomes a resource of the receiving unit and, as such, is under the control of that agency until released. Under Master Mutual Aid, an agency can recall assigned resources at any time. Of course, serious consideration must be extended to the receiving agency if resources(s) are recalled during a working emergency. Regardless of jurisdiction, the first arriving unit must initiate command and seek control of the incident.
6. Automatic Aid shall apply only to emergency incidents, and shall not apply to non-emergency situations such as water removals, standbys, public assistance, etc.
7. Command support and tactical radio frequencies will be determined and assigned by jurisdictional dispatch center based upon established communication plans.
8. The responsibility for requesting medic ambulances, law enforcement or California Highway Patrol (“CHP”) will be made through the Incident Commander (“IC”) to the jurisdictional dispatch center.
9. Fire station coverage under the Automatic Aid Agreement will be the responsibility of each Agency unless otherwise requested via the mutual aid system. It is the responsibility of CCLFD however, to ensure cover engines have been requested through the Perris ECC as the mutual aid dispatch center.
10. Parties may share radio frequencies for training, emergency incident and joint resource operations.
11. Logistical support of emergencies will be the responsible of the Agency having jurisdiction.
12. The parties agree to handle all calls within their jurisdiction, and Automatic Aid will apply to additional calls for service when initial attack resources are committed, unavailable and for multi resource responses.
13. Exhibit “B” shows an area shaded which designates the area CCLFD and the RCFD will automatically respond to with appropriate apparatus upon notification.

DISPATCH PROCEDURES

Parties agree to respond with resources as suggested by Computer Aided Dispatch (“CAD”), dependent on availability (Automatic response upon notification).

CCLFD agrees to provide RCFD one engine company up to the second resource as suggested in the CAD line-up.

RCFD agrees to provide CCLFD one engine company.

Reviewed and approved by:

RIVERSIDE COUNTY FIRE DEPARTMENT

Dated: _____

By: _____
Bill Weiser, Fire Chief

CANYON LAKE FIRE DEPARTMENT






Dated: _____

By: _____
Jeff LaTendresse, Fire Chief

City of Canyon Lake and Riverside County Fire Department Auto Aid Agreement (Exhibit B)

12/06/2021 City Council Agenda

Legend

-  Fire Station
-  City
-  Riverside County Boundary
-  Canyon Lake Auto Aid to RVC
-  RVC Auto Aid to Canyon Lake

