



**ADJOURNED MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, October 12, 2016
Open Session – 6:30 p.m.**

**City Council Chambers
31516 Railroad Canyon Road
Canyon Lake, CA 92587**

Please turn off your cell phones during the meeting

OPEN SESSION – 6:30 P.M.

- 1. Call Open Session to Order**
- 2. Invocation**
Flag Salute
- 3. Roll Call:** Council Members Ehrenkranz, Warren, Zaitz, Mayor Pro Tem Haggerty, Mayor Brown
- 4. Approval of City Council Agenda**
- 5. Special Presentations and Proclamations:**
 - 5.1 Chamber of Commerce Announcements**
 - 5.2 Presentation of proclamation and plaque to Nancy Carroll, outgoing President of the Canyon Lake Emergency Preparedness Committee, in recognition of 26 years of volunteering**
 - 5.3 Presentation from Consultant Regarding BLM (Bureau of Land Management) Land**
- 6. Public Comments** – 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.*

7. 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.

7.1 Waiver of Reading in Full of all Ordinances by Title Only

7.2 City Council Meeting Minutes

7.2.1 September 7, 2016 – Regular Meeting Pg. 5

7.2.2 September 14, 2016 – Special Workshop Meeting Pg. 11

7.2.3 October 5, 2016 – Adjourned Regular Meeting Pg. 15

7.3 Adoption of Resolution No. 2016-31, Approving Claims and Demands of the City Pg. 17

8. Pulled Consent Calendar Items

9. Schedule of Future Events:

- 9.1 Administration and Finance Committee Meeting
Tuesday, November 1, 2016 at 8:00 a.m., City Council Chambers
- 9.2 Public Safety Committee Meeting
Wednesday, October 26, 2016 at 9:30 a.m., City Council Chambers
- 9.3 Canyon Lake City Council Meeting
Wednesday, November 2, 2016 at 6:30 p.m., City Council Chambers
- 9.4 Water Committee Meeting
Thursday, October 20, 2016 at 9:00 a.m., EVMWD
- 9.5 Planning Committee Meeting
Meeting Date To Be Determined
- 9.6 Economic Development and Healthy Communities Meeting
Meeting Date To Be Determined
- 9.7 Veterans Committee Meeting
Thursday, October 18, 2016 at 4:30 p.m., City Council Chambers

10. Business Items

- 10.1 **Approval of Resolution No. 2016-32 declaring November 8, 2016 as Canyon Lake Pjammin Day; supporting childhood cancer awareness Pg. 31**
- 10.2 **Proposed increase to Veterans Day budget Pg. 35**
- 10.3 **Approval of new design and vendor for the City's Entryway Monument Project Pg. 37**

10.4 Approval for CDBG Sub-Recipient Agreement with the Inland Valley Habitat for Humanity to Administer the City's Home Repair Program for Fiscal Year 2015-2016 Pg. 39

10.5 Approval for CDBG Sub-Recipient Agreement with the Inland Valley Habitat for Humanity to Administer the City's Home Repair Program for Fiscal Year 2016-2017 Pg. 53

11. City Manager Comments

12. Committee and Council Reports/Comments

12.1 Council Member Ehrenkranz

12.2 Council Member Warren

12.3 Council Member Zaitz

12.4 Mayor Pro Tem Haggerty

12.5 Mayor Brown

13. Announcements

The next regular City Council meeting is scheduled for **November 2, 2016 at 5:30 p.m. for Closed Session and 6:30 p.m. for Open Session.**

14. 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.cityofcanyonlake.org 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 Ariel M. Hall, 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.

October 12, 2016 City Council Meeting

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

I, Stephanie N. Hunter, being duly sworn, depose and say that I am the duly appointed and qualified Office Specialist of the City of Canyon Lake and that on October 6, 2016 before the hour of 5:00 p.m., I caused the above notice to be posted as required by Resolution 2015-36 of the City Council of the City of Canyon Lake.

**Stephanie N. Hunter
Office Specialist**

MINUTES
MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, September 7, 2016
Open Session - 6:30 p.m.

City Council Chambers
31516 Railroad Canyon Road
Canyon Lake, CA 92587

1. Call Open Session to Order

Mayor Brown called the meeting to order at 6:35 p.m.

2. Invocation

The Invocation was led by Pastor Pete, from Canyon Lake Community Church.

Flag Salute

Flag Salute was led by Pastor Pete.

3. Roll Call

Present: Council Members Ehrenkranz, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown
Absent: Council Member Warren

4. Approval of the City Council Agenda

Mayor Brown discussed a request to remove 10.1 from the agenda.

Moved by Ehrenkranz, seconded by Zaitz, to approve the agenda with the removal of Item 10.1.

Motion carried 4-0-1 with Council Members Ehrenkranz, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye, and Council Member Warren absent.

5. Special Presentations and Proclamations:

5.1 Proclamations for Canyon Lake Royal Court

Mayor Brown presented the Proclamations for the Canyon Lake Royal Court.

5.2 Presentation by Mark Norton, with Lake Elsinore San Jacinto Watershed Authority, regarding the Fall 2016 Alum Treatment

Mark Norton, with Lake Elsinore San Jacinto Watershed Authority, gave a PowerPoint presentation regarding the Alum Treatments.

It was discussed that the toxins usually die off when the algae drops off. The algae is more prominent near the shore where there is access to air and heat.

There was discussion on incidents when people moved the barricades to enter the lake while it was closed and it was in the best interest of the people to abide by the closures.

There was discussion on the Region Water Quality Control Board and if the City of Canyon Lake could be removed from the Impaired Water Body list by 2020.

There was discussion on whether the entire lake should be closed if testing showed positive in one spot and how to address the situation in the future.

Resident Jack Wamsley, discussed residents moving the barriers for the lake closure and entering the lake, and that signs are put there for the resident's protection and that residents should abide by them.

5.3 Chamber of Commerce Announcements

Jim Randall, Chamber of Commerce President, discussed upcoming chamber events. At the September 14th luncheon, Mayor Brown would speak. September 27th there would be a "Meet the City Council Candidates" event. October 12th would have a luncheon with Lance Christiansen with the State Board of Equalization. October 15th would be Octoberfest from 5 p.m. – 9 p.m. October 29th would be the Parade of Frights starting at 8:30 a.m. and May 20 would be the Annual Jr. Golf Tournament; more information would be provided at a later time.

6. Public Comment

Nancy Horton, EVMWD (Elsinore Valley Municipal Water District) Board Member, discussed the kind of testing done in Canyon Lake and that when there was a positive test result the water district sampled six sites and requested a three day result that detected no toxins. There was also discussion on E.coli testing, and water quality testing. It was also discussed that the EVMWD water treatment plant was closed at the time of the lake closure.

7. Consent Calendar

7.1 Waiver of Reading in Full of all Ordinances by Title only

7.2 City Council Meeting Minutes

7.2.1 August 3, 2016 – Regular Meeting

- 7.3 **Adoption of Resolution No. 2016-28, Approving Claims and Demands of the City**
- 7.4 **Adoption of Resolution No. 2016-29, Setting Standing Committee Meeting Day and Times.**
- 7.5 **Adoption of Resolution No. 2016-30. Amending the Conflict of Interest Code of The City of Canyon Lake and Repealing Resolution No. 2012-32**

Moved by Zaitz, seconded by Brown, to approve the Consent Calendar with check No. 22586 pulled.

Motion carried 4-0-1 with Council Members Ehrenkranz, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye, and Council Member Warren absent.

8. Pulled Consent Calendar Items

9. Schedule of Future Events:

There was discussion that the October City Council Meeting would be held on Wednesday, October 12, 2016 at 6:30 p.m. due the League of California Cities Annual Conference taking place October 5, 2016.

10. Business Items

10.1 Proposed Increase to the Veterans Day Budget **PULLED******

10.2 Extension of contract – Landscape Maintenance Services for the City of Canyon Lake

Margaret Monson, Charles Abbott Public Works Superintendent, introduced the item and discussed the work provided by CTAI Pacific Landscape, and that the City would like to extended the contact one year.

There was discussion on the price being fair, and that the response and work had been impressive.

Moved by Haggerty, seconded by Zaitz, to approve the one year extension contract with CTAI Pacific Landscape.

Motion carried 4-0-1 with Council Members Ehrenkranz, Zaitz, Mayor Pro Tem Haggerty and Mayor Brown voting aye, and Council Member Warren absent.

10.3 Approval of new design and vendor for the City's Entryway Monument Project

Administrative Services Manager, Mike Borja, gave the staff report on the new design and vendor for the City's entryway monument project.

It was discussed that the vendor would be Fast Signs from Temecula and the cost would be approximately \$12,000 - \$14,000 for two signs and that included solar lighting and installation.

It was discussed that the solar lighting would be located at the bottom of the monument, facing upward and is efficient enough to light up the sign at night.

It was discussed that once the Council gave approval the sign could take one to two months to complete.

There was discussion on whether the sign would say "City of Canyon Lake" or "Canyon Lake."

Resident Nancy Horton discussed adding "A Little Bit of Paradise" to the monument in honor of Mary Craton.

Mayor Pro Tem Haggerty stated Council Member Warren requested to move this item the next Council meeting to have the opportunity to vote.

Moved by Zaitz to approve the vendor and sign option no. 1 with "Canyon Lake," logo and locations discussed.

Motion died for lack of second.

There was discussion to continue the item in the October meeting when all Council Members were present.

There was discussion that the attending Council Members agree on the sign option no. 1, and what the sign would say would be voted on during the October Council Meeting.

There was discussion that Fast Signs is a reputable company with outlets nationwide and the cost for the signs are fair.

There was discussion on what the back of the signs would say and what the cost would be if the back were to have lettering.

This item was continued to the October 12, 2016 City Council Meeting.

10.4 Verbal Report -- Continuation from Charles Abbott regarding Trusted Contractors for non-inspection of General Installations/Building Permits

Jim Barrett, Charles Abbott Building Official, continued the staff report.

It was discussed that the city is obligated to do permits and inspections on plumbing systems by state law.

This discussion ended.

11. City Manager Comments

City Manager Palmer discussed a letter, regarding fire, that was sent to the state asking for clarification on why it is \$500,000 more in Riverside County and that the City was still waiting for a response. The letter was also sent to Senator Jeff Stone and Assemblywoman Melissa Melendez.

There was discussion on getting back into contact with Idyllwild regarding the JPA and if they had solidified their dispatch issue.

There was discussion that a Code Red was issued on the reopening of the lake and there were signups at the front desk in City Hall for those who have yet to sign up for Code Red. And there was discussion on coordinating with the POA (Property Owners Association) on handing out flyers for Code Red.

Resident Nancy Carroll suggested POA adding information about Code Red to the new homeowner packets and the Code Red information being available in the First Aid packets.

There was discussion on the September 14, 2016 Workshop with the City Council with the public and the candidates to learn what the job of a Council Member entails and ask questions on what the different committees do. It was discussed that the Workshop would be held at 2 p.m. in the Council Chambers.

12. Committee and Council Reports/Comments

12.1 Council Member Ehrenkranz

Council Member Ehrenkranz discussed a public survey from the Facilities Review Board regarding suggestions for what the residents would like for the future of the City of Canyon Lake.

12.2 Council Member Warren

Council Member Warren was absent.

12.3 Council Member Zaitz

Council Member Zaitz spoke on the 25 cent fare per ride on the RTA for students. The program was coming to an end and there were 133,000 trips made by students.

12.4 Mayor Pro Tem Haggerty

Mayor Pro Tem Haggerty discussed that RCTC did not have a meeting. There was discussion regarding the 91 freeway closures for the months of September and October. Mayor Pro Tem Haggerty discussed being the designated voter for the League of California Cities and discussed the resolution that would be voted on.

There was also discussion on the Public Safety Committee meeting.

12.5 Mayor Brown

Mayor Brown discussed the Mayor's Meeting that was attended and the Golf Tournament held on October 14, 2016.

13. **Announcements**

The next regular City Council meeting was canceled for October 5, 2016. There would be a **Special Council Meeting October 12, 2016 at 5:30 p.m. for Closed Session and 6:30 p.m. for Open Session.**

14. **Adjournment**

Mayor Brown adjourned the meeting at 8:45 p.m.

Respectfully submitted,

Stephanie Hunter
Office Specialist

MINUTES
SPECIAL WORKSHOP MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, September 14, 2016
Open Session - 2:00 p.m.

City Council Chambers
31516 Railroad Canyon Road
Canyon Lake, CA 92587

The meeting started at 2:00 pm but the recorder wasn't turned on until Public Comments and the portion prior to Public Comments of the meeting is unknown.

1. Call Open Session to Order

Mayor Brown called the meeting to order at 2:00 p.m.

2. Flag Salute

3. Roll Call

Present:

Absent:

4. Approval of City Council Agenda

5. Public Comments

Randon Lane, Mayor of the City of Murrieta and Public Affairs Manager for the Southern Region of Edison, discussed the testing of the Aliso Canyon Well Site.

There was discussion on the drop of utilities cost would be due to the push for residents to conserve usage and sign up for programs that help conserve energy.

There was discussion that there would be constant monitoring of the Aliso Canyon Wells.

6. Introduction and Presentation by Mayor Regarding Purpose of the Meeting and Roles of Councilmembers; Introduction to What Council Members Need to Know and the Issues Facing the City

Mayor Brown introduced the item.

6.1 Comments by each Council member regarding what a councilmember needs to know and the issues facing

Council Member/Candidate, Jordan Ehrenkranz, discussed his duties and programs he was involved with. Ehrenkranz discussed WRCOG (Western Riverside Council

of Governments), the HERO program, the TUMF (Transportation Uniform Litigation Fee) and Vector Control. Council Member/Candidate Ehrenkranz discussed what each are responsible for. Ehrenkranz also discussed the in-house committees he sat on which included Veterans Committee, and Water Committee, as well as regular and special meetings.

Council Member Vicki Warren discussed that she was on the Veterans Committee, Water Committee and Animal Friends of the Valley Joint Powers Authority. Council Member Warren discussed the ability to stay as involved as you chose to be, and sometimes committees and meetings would take up more time than others.

Mayor Pro Tem Dawn Haggerty discussed a packet all new members of council would receive, and that should be read thoroughly. Mayor Pro Tem Haggerty discussed that council members need to be open to listen and talk to the public regarding concerns, and be able to bring that to the entire council on issues that are pertinent. Mayor Pro Tem Haggerty discussed the need to have the ability to listen to all sides of a story and help make decisions that are best for the City. Mayor Pro Tem Haggerty discussed that there are committees and that each has a head of the committee and an alternate. Mayor Pro Tem Haggerty discussed the committees she was on including, Public Safety Committee, RCTC (Riverside County Transportation Commission) and being on the Budget Committee, as well as the Planning Committee.

Council Member John Zaitz discussed the personal recognition received as a Council Member. Council Member Zaitz also discussed attending meetings and conferences and the benefit of meeting others in the local communities. Council Member Zaitz discussed the LOCC New Mayors and City Council Conference in January. Council Member Zaitz also discussed according to the Brown Act that if a council member attends a meeting that he or she was not an alternate or chair of they cannot speak during the meeting. Council Member Zaitz discussed that he sat on the Administration and Finance Committee, the Planning Committee and the RTA (Riverside Transit Authority). Council Member Zaitz also discussed what the RTA was.

Mayor Brown discussed the time commitments of a Council Member and how it can range from a minimum of twenty hours to eighty hours and that attending functions and building relationships with surrounding cities was important. Mayor Brown discussed the importance of the Administration and Finance Committee, the RCA (Regional Conservation Authority) and the BLM (Bureau of Land Management) land. There was further discussion regarding the BLM land. Mayor Brown also discussed other social meetings such as Student of the Month, Mayor's Meeting and the Association of Cities.

Council Member Zaitz discussed the upcoming presentation for the BLM land development that would take place at the October 12, 2016 Council Meeting, and how the new elected council would be voting on the decisions regarding the issue in the upcoming years.

7. Candidate and Public Question and Answer Session with Mayor and City Council regarding Item No. 6

It was discussed what property tax could be returned to the City if BLM land was developed and a possible Mello-Roos on new developed homes on the BLM land.

Council Member Warren left the meeting at approximately 3:00 p.m.

An estimated time line of development was discussed and the possible continuance of a UUT (Utility Users Tax).

There was discussion that there was a need for forward projections and progress, and there were groups that did not want any development because the possible impact on community, lake, traffic and facilities.

There was a discussion on a similar land development situation.

There was discussion about the concern regarding what the impact would be on the POA (Property Owners Association) if there was new development in the BLM land.

There was discussion that not much could be done to Railroad Canyon Road, a possible road from Tuscany Hills to the BLM land, and work on Greenwald Avenue that could reduce traffic concerns.

There was discussion regarding the roads and routes between the 15 and 215 freeways.

There was discussion regarding the City having a Planning Committee that handles situations outside the POA gates and POA handles planning within the gates.

There was discussion that the POA and the City need to work together.

There was discussion on the Round Table Meeting held on the second Monday of the month for the Mayor, POA (Property Owners Association) President, and a representative from fire and police to discuss issues within the City.

There was discussion regarding the speed limit, and the speed cannot exceed 55 miles per hour if golf carts are crossing a six lane road.

There was discussion on when the absentee ballots would be distributed.

There was discussion that the City was still waiting to hear back from the State regarding fire and the City was still looking into a JPA with Idyllwild.

There was discussion regarding legal issues and the City.

8. City Manager Comments

There were no City Manager Comments.

9. Announcements

The next regular City Council meeting was canceled for October 5, 2016. There would be a **Special Council Meeting October 12, 2016 at 5:30 p.m. for Closed Session and 6:30 p.m. for Open Session.**

10. Adjournment

Respectfully submitted,

Stephanie Hunter
Office Specialist

MINUTES
REGULAR MEETING OF THE CANYON LAKE
CITY COUNCIL
Wednesday, October 5, 2016

City Council Chambers
31516 Railroad Canyon Road
Canyon Lake, CA 92587

THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE SCHEDULED FOR OCTOBER 5, 2016 HAD BEEN ADJOURNED FOR LACK OF A QUORUM AND WAS RESCHEDULED TO WEDNESDAY, OCTOBER 12, AT 6:30 P.M.

Respectfully Submitted,

Stephanie Hunter
Office Specialist

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. This is essential for ensuring the integrity of the financial statements and for providing a clear audit trail.

2. The second part of the document outlines the various methods used to collect and analyze data. These methods include interviews, surveys, and focus groups, each of which has its own strengths and limitations.

3. The third part of the document describes the process of identifying and measuring the variables of interest. This involves a careful selection of indicators that are both relevant and reliable.

4. The fourth part of the document discusses the challenges of conducting research in a complex and dynamic environment. These challenges include limited resources, changing priorities, and the need for flexibility in the research design.

The overall goal of this research is to provide a comprehensive understanding of the factors that influence the success of small businesses. By identifying the key drivers of success and the barriers to growth, we can develop more effective strategies and policies to support these businesses.

Dr. Jane Smith

Department of Business Administration
University of California, Berkeley

City of Canyon Lake
City Council
Staff Report

TO: Mayor and City Council
FROM: Michelle Gomez, Accountant
DATE: October 12, 2016
SUBJECT: List of Demands

Recommendation:

That the City Council adopts a resolution entitled: RESOLUTION NO. 2016-31

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CANYON LAKE 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 September 7, 2016.

Budget (or 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:

Resolution
List of Demands

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO
1100 EAST 58TH STREET
CHICAGO, ILLINOIS 60637

CHICAGO, ILLINOIS 60637

CHICAGO, ILLINOIS 60637

CHICAGO, ILLINOIS 60637

CHICAGO, ILLINOIS 60637

CHICAGO, ILLINOIS 60637

RESOLUTION NO. 2016-31

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

The City Council of the City of Canyon Lake does hereby resolve as follows:

Demands are approved as shown on the Demand\Warrant Register of October 12th, in the amount of \$529,889.14 as follows:

Payroll Earnings (Gross)	\$	39,428.91	(2nd Half of August & 1st Half of September)
Payroll Taxes - Employer	\$	870.51	(2nd Half of August & 1st Half of September)
On-line Retirement		4,163.51	(2nd Half of August & 1st Half of September)
On-line Health		126.00	(For the Month of September)
General		485,300.21	(Accounts Payable)
TOTAL	\$	<u>529,889.14</u>	

PASSED, APPROVED AND ADOPTED this 12th day of October 2016.

Mayor, Timothy Brown

ATTEST:

Stephanie Hunter, Office Specialist

State of California
County of Riverside) ss
City of Canyon Lake)

I, Stephanie Hunter, Office Specialist of the City of Canyon Lake, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of the Resolution No. 2016-31 adopted by the City Council of the City of Canyon Lake, California, at a regular meeting thereof, held on October 12, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Stephanie Hunter, Office Specialist

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 9/1/2016 Through 9/30/2016

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22605	9/1/2016	CASH	Reimbursement for Petty Cash	201.57	10	GENERAL
Total 22605	9/1/2016			201.57		
22606	9/15/2016	7G Safety, Inc.	AED's Accessories replacement	831.60	10	GENERAL
Total 22606	9/15/2016			831.60		
22607	9/15/2016	All Signs Graphics and Designs	2X10 FT Banner for CL Emergency Pre	55.95	10	GENERAL
Total 22607	9/15/2016			55.95		
22608	9/15/2016	AMERICAN FORENSIC NURSES INC	Blood Draw Aug 2016	80.00	10	GENERAL
Total 22608	9/15/2016			80.00		
22609	9/14/2016	AmeriGas	Propane Leak; Invoice Date: 8/30/16	264.29	10	GENERAL
Total 22609	9/14/2016			264.29		
22610	9/15/2016	ANIMAL FRIENDS OF THE VALLEYS	Animal Control July 2016	3,500.00	10	GENERAL
Total 22610	9/15/2016			3,500.00		
22611	9/14/2016	BIO-TOX LABORATORIES	Blood Analysis; July 2016	385.00	10	GENERAL
22611	9/14/2016	BIO-TOX LABORATORIES	Blood Analysis; July 7, 2016	125.70	10	GENERAL
Total 22611	9/14/2016			510.70		
22613	9/15/2016	Timothy Brown	Internet & Mileage reimbursement	95.08	10	GENERAL

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 9/1/2016 Through 9/30/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22613	9/15/2016	Timothy Brown	Internet & Phone reimb May 2016	73.37	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet and mileage reimb	95.08	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet and mileage reimb Jan 2016	132.88	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet reimb Dec 2015	40.00	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet Reimb Nov 2015	40.00	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet reimbursement	40.00	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet reimbursement Oct 2015	40.00	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet, Meal at Conference & Mileage	171.90	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet, Parking & Dinner	152.73	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet, Parking and Mileage reimb Feb 2016	138.56	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet, Phone & mileage Aug 2016	199.77	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet, Phone & mileage reimb April 2016	125.41	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet, Phone and Mileage July 2016	107.88	10	GENERAL
22613	9/15/2016	Timothy Brown	Internet, Phone and Mileage June 2016	127.89	10	GENERAL
Total 22613	9/15/2016			1,580.55		
22614	9/15/2016	CHARLES ABBOTT ASSOCIATES, INC.	Engineering Serivces Aug 2016	1,335.50	10	GENERAL
22614	9/15/2016	CHARLES ABBOTT ASSOCIATES, INC.	Engineering Services Sept 2016	1,401.00	10	GENERAL
Total 22614	9/15/2016			2,736.50		
22615	9/14/2016	Corelogic Information Solutions, INC.	Property Detail & Doc Image, August 2016	99.00	10	GENERAL
Total 22615	9/14/2016			99.00		
22616	9/14/2016	Cota Cole LLP	Professional Services; August 2016	5,817.43	10	GENERAL

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 9/1/2016 Through 9/30/2016

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22616	9/14/2016			5,817.43		
22617	9/15/2016	CALIFORNIA SCHOOL BOARDS ASSOCIATION	GASB 45 - Opeb report	1,500.00	10	GENERAL
Total 22617	9/15/2016			1,500.00		
22618	9/14/2016	CTAI PACIFIC GREENSCAPE	Landscape (Median & Parkways) Maintenance for August 2016	5,200.00	20	GAS TAX
22618	9/14/2016	CTAI PACIFIC GREENSCAPE	Landscape (CL Fire Station) Maintenance for August 2016	250.00	20	GAS TAX
Total 22618	9/14/2016			5,450.00		
22619	9/14/2016	DATA TICKET	Citation Processing; July 2016	100.00	10	GENERAL
22619	9/14/2016	DATA TICKET	Payment Plan Admin Fee; July 2016	100.00	10	GENERAL
Total 22619	9/14/2016			200.00		
22620	9/14/2016	Eagle Graphic Creations Inc.	Engraved Metal Name Plate-Mike Borja; Invoice Date: 8/30/16	38.88	10	GENERAL
Total 22620	9/14/2016			38.88		
22621	9/15/2016	ELSINORE VALLEY MUNI WATER DIS	Billing Period 7/25/16 - 8/25/16	107.34	10	GENERAL
22621	9/15/2016	ELSINORE VALLEY MUNI WATER DIS	Billing Period 7/28/16 - 8/26/16	206.10	10	GENERAL
22621	9/15/2016	ELSINORE VALLEY MUNI WATER DIS	Billing Period 7/28/16 - 8/26/16	1,190.86	20	GAS TAX
Total 22621	9/15/2016			1,504.30		
22622	9/14/2016	Executive Cleaning Services, LLC	Cleaning Services; September 2016	925.00	10	GENERAL

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 9/1/2016 Through 9/30/2016

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22622	9/14/2016			925.00		
22623	9/15/2016	Dawn Haggerty	Internet & Phone Aug 2016	100.00	10	GENERAL
22623	9/15/2016	Dawn Haggerty	Internet & Phone Sept 2016	100.00	10	GENERAL
Total 22623	9/15/2016			200.00		
22624	9/14/2016	Lake Chevrolet	Maintenance & Labor on 08 GMC; Invoice Date: 8/31/16	673.30	10	GENERAL
22624	9/14/2016	Lake Chevrolet	Maintenance & Labor on Sierra 1500; Invoice Date: 9/3/16	2,594.54	10	GENERAL
Total 22624	9/14/2016			3,267.84		
22625	9/14/2016	Lozano Smith, LLP - Attorney At Law	Legal Services rendered through July 2016	2,146.50	10	GENERAL
Total 22625	9/14/2016			2,146.50		
22626	9/14/2016	MR. WINDOW & CO.	Window Cleaning; August 8, 2016	45.00	10	GENERAL
Total 22626	9/14/2016			45.00		
22627	9/14/2016	NEXTEL COMMUNICATIONS	Phone Bill; Billing Period: 7/25/16 to 8/24/16	145.85	10	GENERAL
Total 22627	9/14/2016			145.85		
22628	9/14/2016	Edward Aguirre, c/o Production Video	Coverage for Council Members; July 2016 - June 2017	1,250.00	10	GENERAL
Total 22628	9/14/2016			1,250.00		
22629	9/15/2016	RCS Investigations & Consulting, LLC	Investigation by RCS Investigators (Ariel Hall Complaint)	3,476.25	10	GENERAL

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 9/1/2016 Through 9/30/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22629	9/15/2016			3,476.25		
22630	9/15/2016	County Executive Office, Finance	Measure A Loan Repayment Year 4	58,000.00	21	MEASURE A
Total 22630	9/15/2016			58,000.00		
22631	9/15/2016	RIV. CO. SHERIFF'S DEPT., Acctg & Fin	Law Enforcement Contract July 2016	81,794.35	10	GENERAL
Total 22631	9/15/2016			81,794.35		
22632	9/15/2016	SOUTHERN CALIFORNIA EDISON	Billing Period 8/9/16 - 9/8/16	305.46	20	GAS TAX
22632	9/14/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 7/29/16 to 8/29/16	377.71	20	GAS TAX
Total 22632	9/15/2016			683.17		
22633	9/14/2016	STAPLES	Mini USB Adapter; Invoice Date: 8/20/16	43.19	10	GENERAL
22633	9/15/2016	STAPLES	Office Supplies	160.95	10	GENERAL
22633	9/14/2016	STAPLES	Office Supplies; Invoice Date: 8/27/16	64.99	10	GENERAL
Total 22633	9/14/2016			269.13		
22634	9/14/2016	Synoptek	Managed Server & Help Desk; September 2016	1,925.00	10	GENERAL
Total 22634	9/14/2016			1,925.00		
22635	9/15/2016	TVC, Inc.	Remote Systems Worked Performed - Diagnosed City's Phone	95.00	10	GENERAL
22635	9/15/2016	TVC, Inc.	Staff Training time on Phone System setup	245.00	10	GENERAL

City of Canyon Lake
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From 9/1/2016 Through 9/30/2016

Check Numbr...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22635	9/15/2016			340.00		
22636	9/15/2016	U. S. Bank	Office 365, Postage, & Aaron Southwest	744.04	10	GENERAL
Total 22636	9/15/2016			744.04		
22637	9/15/2016	Verizon Wireless	Ipads 9/04 - 10/03	239.10	10	GENERAL
Total 22637	9/15/2016			239.10		
22638	9/14/2016	JOHN ZAITZ	Reimbursement for Internet & Phone; August 2016	100.00	10	GENERAL
Total 22638	9/14/2016			100.00		
22639	9/28/2016	BIO-TOX LABORATORIES	Drug Testing; August 2016	607.70	10	GENERAL
Total 22639	9/28/2016			607.70		
22640	9/28/2016	CHARLES ABBOTT ASSOCIATES, INC.	Engineering Services for August 2016	21,713.34	10	GENERAL
22640	9/28/2016	CHARLES ABBOTT ASSOCIATES, INC.	Permit & Plan Review; August 2016	10,600.80	10	GENERAL
Total 22640	9/28/2016			32,314.14		
22641	9/28/2016	DATA TICKET	August 2016 Monthly Citation Processing	100.00	10	GENERAL
22641	9/28/2016	DATA TICKET	Code Enforcement Processing & SSN Requested - August 2016	100.00	10	GENERAL
Total 22641	9/28/2016			200.00		
22642	9/28/2016	Frontier	Fios Bill; Billing Period: 9/10/16 to 10/9/16	144.99	10	GENERAL

City of Canyon Lake
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From 9/1/2016 Through 9/30/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22642	9/28/2016	Frontier	Telephone Bill; Billing Period: 9/10/16 to 10/9/16	59.41	10	GENERAL
22642	9/28/2016	Frontier	Telephone Bill; Billing Period: 9/13/16 to 10/12/16	344.69	10	GENERAL
Total 22642	9/28/2016			549.09		
22643	9/28/2016	Lake Chevrolet	Body Repair & Maintenance 09 GMC Sierra 1500; 9/19/16	1,926.17	10	GENERAL
22643	9/28/2016	Lake Chevrolet	Maintenance on 08 GMC Yukon; Invoice Date: 09/28/16	3,596.29	10	GENERAL
Total 22643	9/28/2016			5,522.46		
22644	9/28/2016	L.C.C - Riverside Division	LOCC Annual Conference Meeting; Invoice Date 9/19/16	25.00	10	GENERAL
22644	9/28/2016	L.C.C - Riverside Division	LOCC Annual Conference Meeting; Invoice Date: 9/19/16	50.00	10	GENERAL
Total 22644	9/28/2016			75.00		
22645	9/28/2016	Pitney Bowes, Inc.	Deluxe Cleaning Kit; September 2016	61.66	10	GENERAL
Total 22645	9/28/2016			61.66		
22646	9/28/2016	Rogers, Anderson, Malody & Scott, LLP	Accounting Services, August 2016	6,700.00	10	GENERAL
Total 22646	9/28/2016			6,700.00		
22647	9/28/2016	Regional Conservation Authority	MSHCP Fee for September 2016	1,992.00	50	AGENCY
Total 22647	9/28/2016			1,992.00		

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 9/1/2016 Through 9/30/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22648	9/28/2016	JOHN REGUS	November Rent for Library	983.45	10	GENERAL
Total 22648	9/28/2016			983.45		
22649	9/28/2016	JOHN REGUS	October Rent for Conference Room	250.00	10	GENERAL
Total 22649	9/28/2016			250.00		
22650	9/28/2016	RIVERSIDE COUNTY FIRE DEPT	Fire Protection Services (FPARC), Q4 April - June 2016	241,409.04	10	GENERAL
Total 22650	9/28/2016			241,409.04		
22651	9/28/2016	COUNTY OF RIVERSIDE-TLMA	SLF Aug FY-16 Costs	829.26	20	GAS TAX
22651	9/28/2016	COUNTY OF RIVERSIDE-TLMA	Temporary Pavement Repairs; Invoice Date: 8/24/16	138.44	20	GAS TAX
Total 22651	9/28/2016			967.70		
22652	9/28/2016	SailboatStuff, LLC	Buoys for North Lake; Invoice Date 9/26/16	2,032.04	10	GENERAL
Total 22652	9/28/2016			2,032.04		
22653	9/28/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 8/19/16 to 9/20/16	34.63	10	GENERAL
22653	9/28/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 8/15/16 to 9/14/16	1,791.71	10	GENERAL
22653	9/28/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 8/15/16 to 9/14/16	184.88	20	GAS TAX
22653	9/28/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 8/22/16 to 9/21/16	82.87	20	GAS TAX
22653	9/28/2016	SOUTHERN CALIFORNIA EDISON	Electricity Bill; Billing Period: 7/21/16 to 8/19/16	12.95	20	GAS TAX

City of Canyon Lake
Check/Voucher Register - Council Report - Expenditures
From 9/1/2016 Through 9/30/2016

Check Num...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 22653	9/28/2016			2,107.04		
22654	9/28/2016	Special District Risk Management Authority	Dental Insurance October 2016	198.79	10	GENERAL
Total 22654	9/28/2016			198.79		
22655	9/28/2016	Sparkletts	Water Service, September 2016	43.86	10	GENERAL
Total 22655	9/28/2016			43.86		
22656	9/28/2016	STAPLES	Office Supplies, Invoice Date: 9/10/16	626.51	10	GENERAL
22656	9/28/2016	STAPLES	Office Supplies; Invoice Date: 9/17/16	198.49	10	GENERAL
Total 22656	9/28/2016			825.00		
22657	9/28/2016	STATE COMP. INS. FUND	State Fund, October 2016	1,226.00	10	GENERAL
Total 22657	9/28/2016			1,226.00		
22658	9/28/2016	Stephanie Hunter	Mileage Expense for Notary Class/Test; September 2016	148.00	10	GENERAL
Total 22658	9/28/2016			148.00		
22659	9/28/2016	TelePacific Communications	Phone Service Period: 9/16/16 to 10/15/16	490.74	10	GENERAL
Total 22659	9/28/2016			490.74		
22660	9/28/2016	Toshiba Financial Services	Copier Monthly Charges; Billing Period: 8/15/16 to 9/15/16	828.62	10	GENERAL

City of Canyon Lake
 Check/Voucher Register - Council Report - Expenditures
 From 9/1/2016 Through 9/30/2016

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
22660	9/28/2016	Toshiba Financial Services	Copier Monthly Charges; Billing Period: 9/15/16 to 10/15/16	659.92	10	GENERAL
Total 22660	9/28/2016			1,488.54		
22661	9/28/2016	Tyco Integrated Security LLC	Alarm System; October - December 2016	181.02	10	GENERAL
Total 22661	9/28/2016			181.02		
22662	9/28/2016	U.S. Postage Service (Postage-By-Phone)	Digital Mailing System; October 2016	54.18	10	GENERAL
Total 22662	9/28/2016			54.18		
22663	9/28/2016	WRCOG	TUMF Fees for September 2016	4,437.00	50	AGENCY
Total 22663	9/28/2016			4,437.00		
22664	9/28/2016	XEROX	Copier Lease August 2016	513.76	10	GENERAL
Total 22664	9/28/2016			513.76		
Report Total				485,300.21		

City of Canyon Lake
City Council
Staff Report

TO: Honorable Mayor and Members of the City Council
FROM: Aaron Palmer, City Manager
BY: Ariel M. Hall, City Clerk
DATE: October 12, 2016
SUBJECT: Resolution No. 2016-32, declaring November 8, 2016 as Canyon Lake PJammin Day in support of Childhood Cancer Awareness

Recommendation

It is recommended that the City Council approve Resolution No. 2016-32, declaring November 8, 2016 as Canyon Lake PJammin Day in support of Childhood Cancer Awareness.

Background

Mayor Brown has requested that the City Council declare November 8, 2016 as Canyon Lake PJammin Day to bring awareness to the American Childhood Cancer's (ACCO) PJammin For Kids With Cancer program.

The ACCO provides comprehensive books and support materials to children with cancer of all ages, and has been doing so since 1970. These books and materials are sources of information, empowerment, and hope, and the ACCO provides them for free to children and families across the country.

For more information about PJammin events, please visit www.pjammin.org, and for more information about the American Childhood Cancer Organization, please visit www.acco.org.

Budget (or Fiscal) Impact

There is no fiscal impact.

Attachments

Resolution No. 2016-32

The first part of the report discusses the general situation of the country and the role of the government. It also mentions the importance of the private sector and the need for reform. The second part of the report discusses the specific measures that have been taken to improve the situation. It mentions the establishment of a new government and the implementation of various reforms. The third part of the report discusses the results of these reforms and the challenges that remain. It mentions the need for further reform and the importance of the private sector.

The fourth part of the report discusses the role of the government in the future. It mentions the need for a strong and stable government and the importance of the private sector. The fifth part of the report discusses the role of the private sector in the future. It mentions the need for a strong and stable private sector and the importance of the government.

The sixth part of the report discusses the role of the private sector in the future. It mentions the need for a strong and stable private sector and the importance of the government. The seventh part of the report discusses the role of the government in the future. It mentions the need for a strong and stable government and the importance of the private sector.

The eighth part of the report discusses the role of the private sector in the future. It mentions the need for a strong and stable private sector and the importance of the government. The ninth part of the report discusses the role of the government in the future. It mentions the need for a strong and stable government and the importance of the private sector.

The tenth part of the report discusses the role of the private sector in the future. It mentions the need for a strong and stable private sector and the importance of the government. The eleventh part of the report discusses the role of the government in the future. It mentions the need for a strong and stable government and the importance of the private sector.

The twelfth part of the report discusses the role of the private sector in the future. It mentions the need for a strong and stable private sector and the importance of the government. The thirteenth part of the report discusses the role of the government in the future. It mentions the need for a strong and stable government and the importance of the private sector.

RESOLUTION NO. 2016-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON
LAKE DECLARING NOVEMBER 8, 2016 AS CANYON LAKE
PJAMMIN DAY IN SUPPORT OF CHILDHOOD CANCER
AWARENESS

WHEREAS, childhood cancer greatly affects the lives of children and their families and many need support throughout treatment; and

WHEREAS, the American Childhood Cancer Organization provides comprehensive books and support materials to children with cancer of all ages and has been doing so since 1970; and

WHEREAS, the books and materials provided by the American Childhood Cancer Organization are a source of information, empowerment, and hope, and the American Childhood Cancer Organization provides them for free to children and families across the country; and

WHEREAS, organizations, workplaces, and schools can host a PJammin Day with the support of the American Childhood Cancer Organization to fundraise and support funding the mission of the American Childhood Cancer Organization.

NOW, THEREFORE, the City Council of the City of Canyon Lake does resolve and order that November 8, 2016 shall be declared as Canyon Lake PJammin Day, and residents are encouraged to seek additional information on how to support the American Childhood Cancer Organization's mission at www.acco.org or www.pjammin.org.

PASSED, APPROVED AND ADOPTED this 12th day of October, 2016.

Tim Brown, Mayor

ATTEST:

Ariel M Hall, CMC, City Clerk

State of California)
County of Riverside) ss
City of Canyon Lake)

I, Ariel M. Hall, CMC, City Clerk of the City of Canyon Lake, California, do hereby certify that the foregoing is a true and correct copy of the Resolution No. 2016-32 adopted by the City Council of the City of Canyon Lake, California, at a special meeting held on the 12th day of October, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ariel M. Hall, CMC, City Clerk

**City of Canyon Lake
City Council
Staff Report**

Item 10.2

TO: Honorable Mayor and Members of the City Council
FROM: Aaron Palmer, City Manager
DATE: October 12, 2016
SUBJECT: Increase of Veteran's Day Budget

Recommendation

Increase City Council account number 100-6830 an additional two thousand dollars (\$2,000) to increase the Veteran's Day budget from one thousand dollars (\$1,000) to three thousand dollars (\$3,000).

Background

Councilmember Warren is one of two Councilmembers appointed, by the City Council, to the Veteran's Day Committee. Councilmember Warren has requested an increase in the Veteran's Day budget. The current approved budget for this activity is one thousand dollars (\$1,000). She is asking for an additional two thousand dollars (\$2,000) for a total budget for FY 2016-2017 of three thousand dollars (\$3,000). Councilmember Warren feels that the Veteran's Day event participation has increased significantly over the past few years and the City should increase its contribution to the event.

Fiscal Impact

Account number 100-6830 will be increased an additional two thousand dollars (\$2,000) to accommodate the increase in the Veteran's Day budget. These additional funds will come from fund balance.

Attachments

None

Page 1 of 1

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. This is essential for ensuring the integrity of the financial statements and for providing a clear audit trail. The records should be kept up-to-date and should be easily accessible to all relevant parties.

2. The second part of the document outlines the procedures for handling any discrepancies or errors that may arise. It is important to identify the source of the error as soon as possible and to take appropriate steps to correct it. This may involve reviewing the original documents and consulting with the relevant staff members.

3. The third part of the document provides a detailed description of the internal controls that are in place to prevent and detect errors. These controls are designed to ensure that all transactions are recorded accurately and that any potential risks are minimized. It is important to regularly review and update these controls to ensure they remain effective.

4. The fourth part of the document discusses the role of the internal audit function. The internal auditors are responsible for conducting regular audits of the financial records and for reporting any findings to the management. This helps to ensure that the organization is operating in accordance with the relevant laws and regulations.

5. The fifth part of the document provides a summary of the key points discussed in the previous sections. It emphasizes the importance of maintaining accurate records, handling errors correctly, and implementing effective internal controls. It also highlights the role of the internal audit function in ensuring the integrity of the financial statements.

City of Canyon Lake
City Council
Staff Report

TO: Honorable Mayor and Members of the City Council
FROM: Aaron Palmer, City Manager
BY: Mike Borja, Administrative Services Manager
DATE: October 12, 2016
SUBJECT: City's Entryway Monument Project

Recommendation

It is recommended that the City Council approve the new design/style and vendor for the City's Entryway Monument Project.

Background

At the March 2, 2016 City Council meeting, Council requested that Staff follow-up with Wooden Apple Signs. Staff had informed Council the following:

- The signs have a 1 year warranty,
- There is no sealer applied to the sign,
- Simple maintenance of washing off the sign with water will add years to the life of the sign,
- They can supply the posts, but they state that the shipping will be very expensive, so suggesting we purchase our own.

Staff is now recommending using a local vendor in Temecula called Fastsigns Inc. The company has been around for many years, with hundreds of locations throughout the country, making them experts in commercial and industrial signage. Fastsigns does not recommend wood signs for various reasons, more specifically because of the climate we have here in Canyon Lake. In today's standard, polystyrene signs are used because of the lightweight, durability, and low cost. In addition, installation is very inexpensive as well.

Budget (or Fiscal) Impact

The fiscal impact will be based on the vendor/design chosen. For two entryway monument signs, the estimated costs are between \$11,000.00 and \$13,000.00 each. Council had originally budgeted \$30,000.00 for this project in FY15/16, which was

carried over to FY16/17 (Acct# 8102, Operations & Maintenance Costs, Budget Summary FY16/17).

Attachments

A. Presentation

City of Canyon Lake
City Council
Staff Report

TO: Honorable Mayor and Members of the City Council
FROM: Aaron Palmer, City Manager
BY: Mike A. Borja, Administrative Services Manager
DATE: October 12, 2016
SUBJECT: Approve CDBG Sub-Recipient Agreement with the Inland Valley Habitat for Humanity to Administer the City's Home Repair Program for Fiscal Year 2015-2016

Recommendation

It is recommended that the City Council approve a CDBG sub-recipient agreement with the Inland Valley Habitat for Humanity to administer the City's Home Repair Program for Fiscal Year 2015-2016.

Background

The City of Canyon Lake participates in the Community Development Block Grant (CDBG) program through the County of Riverside's Economic Development Agency, and has previously signed sub-recipient agreements to administer the City's Home Repair Program. To date, the city's CDBG Program has successfully administered the following:

- FY2013-2014 – 4 residents totaling \$31,926
- FY2014-2015 – 6 residents totaling \$25,496

Both the FY13/14 & FY14/15 were administered by the Neighborhood Housing Services of the Inland Empire (NHSIE). Staff recommends City Council approve a new sub-recipient agreement that mirrors the previous, to allocate \$20,782 to the Inland Valley Habitat for Humanity to administer the City's Home Repair Program for Fiscal Year 2015/2016.

By entering into a sub-recipient agreement with the Habitat for Humanity, the City's CDBG funding will be put to use once again in the community. The City currently has home owners placed on a wait list for this year's funding if approved. Homeowners that qualify as low-income will be able to apply for:

- Exterior Paint
- Roof Repairs

- Window Replacements
- Door Replacements
- Wood Fencing
- Coach Leveling
- Carport Awning Replacements
- Handicap Ramps
- Porch Repairs
- Siding Replacements
- Sprinkler Repairs

Each eligible homeowner would apply directly to the Habitat for Humanity for the above listed types of projects. It is estimated that 2-4 home repairs can be completed with the CDBG funding that was allocated to the City for the 2015-2016 Fiscal Year.

The Habitat for Humanity has a direct cost for their services of \$1,200 per home project. Its costs are also paid directly through CDBG funding. The services that Habitat for Humanity will provide include:

- Accepting applications and determining homeowner income eligibility
- The initial inspection of the home needing repairs
- Preparation of a scope of work for each project
- Performing a contractor bid walk-through at the home
- Monitoring the repairs
- Maintaining contractor and homeowner documents
- Performing a final inspection of the repairs prior to payment

Typically, CDBG funding is used on a reimbursement basis to the City, meaning that the City would forward payment to a sub-recipient and then seek reimbursement from the County of Riverside. However, the County of Riverside has agreed to work out a process in which the Habitat for Humanity will submit for reimbursement directly from the County, and the City will only be responsible for confirming and authorizing the County to remit payment directly to the Habitat for Humanity. This will prevent the City from expending City funds and having to wait from reimbursement from the County.

Budget (or Fiscal) Impact

There will be no direct impact on the City's budget. The City will be allocating \$20,782 in CDBG funding to the Habitat for Humanity to administer the City's Home Repair Program. If not otherwise allocated, this grant funding would go unused.

Attachments

1. Updated Sub-Recipient Agreement FY 15/16
2. Scope of Services from Inland Valley Habitat for Humanity

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**SUB-RECIPIENT AGREEMENT FOR THE USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

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This Agreement is made and entered into this 12 th day of October, 2016, by and between the **City of Canyon Lake**, a municipal corporation, hereinafter referred to as "CITY", and **Inland Valley Habitat For Humanity**, a California 501(c)(3) non-profit Corporation, hereinafter referred to as "SUB-RECIPIENT".

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W I T N E S S E T H:

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WHEREAS, the Housing and Community Development Act of 1974, Title 1, as amended (the "ACT"), provides that certain grant funds may be used for certain discretionary projects which primarily benefit low and moderate income persons, persons with disabilities, remove slums or blight, or which meet urgent community development needs; and

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WHEREAS, CITY has received CDBG funding for the 2015-2016 program year through the County of Riverside's Urban County CDBG program; and

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WHEREAS, the CDBG-assisted activities described herein comply with one of the national objectives as required under 24 CFR §570.200(a)(2).

NOW, THEREFORE, the CITY and SUB-RECIPIENT mutually agree as follows:

1. PURPOSE. SUB-RECIPIENT promises and agrees to undertake and assist with COUNTY's community development activities by utilizing the sum of **\$20,782.00 Funding**, CDBG Entitlement Funds, as specifically identified in **Exhibit "A"**, which is attached hereto and by this reference is incorporated herein, for the following project: **Home Repair Program**.

2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective Date, as defined herein, and shall continue in full force and effect for a period of one (1) year from JULY 1, 2016 – JUNE 30, 2017. Final reimbursement submission is due to the City on or before **June 30, 2017**.

3. INCORPORATION OF SUPPLEMENTAL AGREEMENT. All applicable terms and conditions of the Supplemental Agreement for the Use of 2015-2016 Community Development Block Grant Funds, between the County of Riverside and the CITY, are hereby incorporated into and made part of this Agreement.

4. LETTER TO PROCEED. SUB-RECIPIENT shall not initiate nor incur expenses for the CDBG funded project/activity covered under the terms of this Agreement prior to receiving written authorization from the CITY to proceed.

5. DISTRIBUTION OF FUNDS. The CITY shall pay to the SUB-RECIPIENT the sum specified in paragraph 1 above on a reimbursable basis for all approved costs. The SUB-RECIPIENT shall submit no more often than monthly to the CDBG Administrator of COUNTY a certified statement setting forth in detail the expenditures made for which it is asking reimbursement along with pertinent supporting documentation.

1 The CITY shall promptly review the monthly expenditure statement and reimburse the
2 SUB-RECIPIENT for the approved costs in accordance with its usual accounting procedures.
3 The CITY may require from SUB-RECIPIENT such supporting documentation as may be
4 necessary and appropriate for the CITY to make its determination as to allowable costs. Each
5 disbursement of CDBG funds shall be made within thirty (30) days after SUB-RECIPIENT has
6 submitted, to the CITY, a complete and approved statement of expenditures. In the event the
7 United States Department of Housing and Urban Development shall determine the purpose or
8 any of the expenditures above described are ineligible for funding by the CITY, the SUB-
9 RECIPIENT shall reimburse the CITY the amount of the cost so disallowed.

10 **6. RECORDS AND INSPECTIONS.**

11 a. SUB-RECIPIENT shall establish and maintain financial, programmatic,
12 statistical, and other supporting records of its operations and financial activities in accordance
13 with 24 CFR 570, Part 84, 570.506, and OMB Circulars, A-122, and A-133, as applicable, as
14 they relate to the acceptance and use of federal funds under this Agreement. Said records shall
15 be retained for such time as may be required by the regulations of the Housing and Community
16 Development Act, but in no case for less than five (5) years from the date of this Agreement.

17 b. SUB-RECIPIENT shall maintain a separate account for CDBG Entitlement
18 funds received as set forth in **Exhibit "A"**.

19 c. SUB-RECIPIENT shall obtain an external audit in accordance with the U.S.
20 Department of Housing and Urban Development single audit regulations (24 CFR Part 44.6).
21 Audits shall usually be performed annually but not less frequently than every two years.
22 Nonprofit institutions and government agencies that expend less than \$500,000 a year in Federal
23 awards are exempt from Federal audit requirements, but records must be available for review by
24 appropriate officials of the Federal grantor agency or sub-granting entity. The audit report shall
25 be submitted to the CITY within 180 days after the end of the COUNTY'S fiscal year.

26 d. SUB-RECIPIENT shall, during the normal business hours make available
27 to CITY, County of Riverside, the Department of Housing and Urban Development, and any
28 other authorized Federal official, for examination and copying all of its records and other
materials with respect to matters covered by this Agreement.

e. SUB-RECIPIENT shall submit to the CITY copies of all studies and reports
prepared for this project and the CITY shall have the right to the use and benefit of all such
studies and reports.

f. If this CDBG-funded activity meets a National Objective by serving limited
clientele as defined in 24 CFR 570.208(a)(2)(i), the SUB-RECIPIENT shall ensure that at least
fifty-one percent (51%) of the persons benefiting from the CDBG funded activities are of low
and moderate-income and meet the program income guidelines attached as **Exhibit IG**. The
SUB-RECIPIENT must provide the required direct benefit documentation.

7. COMPLIANCE WITH LAWS AND REGULATIONS. The SUB-RECIPIENT shall comply with all applicable federal, state and local laws, regulations and ordinances. By executing this Agreement, the SUB-RECIPIENT hereby certifies that it will adhere to and comply with the following as they may be applicable to a subrecipient of funds granted pursuant

1 to the Housing and Community Development Act of 1974, as amended:

2 a. The Housing and Community Development Act of 1974, as amended, and
3 the regulations issued thereto;

4 b. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5 attached hereto as **Exhibit "S"**.

6 c. Executive Order 11246, as amended by Executive Orders 11375 and 12086,
7 and implementing regulations at 41 CFR Chapter 60;

8 d. Executive Order 11063, as amended by Executive Order 12259, and
9 implementing regulations at 24 CFR Part 107;

10 e. Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended, and
11 implementing regulations;

12 f. The Age Discrimination Act of 1975 (PL 94-135), as amended, and
13 implementing regulations;

14 g. The relocation requirements of Title II and the acquisition requirements of
15 Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of
16 1970, and the implementing regulations at 24 CFR Part 42;

17 h. The labor standard requirements as set forth in 24 CFR Part 570, Subpart K
18 and HUD regulations issued to implement such requirements;

19 i. Executive Order 11988 relating to the evaluation of flood hazards and
20 Executive Order 11288 relating to the prevention, control and abatement of water pollution;

21 j. The flood insurance purchase requirements of Section 102(a) of the Flood
22 Disaster Protection Act of 1973 (PL 93-234);

23 k. The regulations, policies, guidelines and requirements of 24 CFR Part 85
24 "Common Rule," OMB Circular Nos. A-122 and A-133 as they relate to the acceptance and use
25 of federal funds under the federally-assigned program;

26 l. Title VI of the Civil Rights Act of 1964 (PL 88-352) and implementing
27 regulations issued at 24 CFR Part 1;

28 m. Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended;

n. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the
Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);

o. Uniform Administration Requirements pursuant to 24 CFR 570.502;

p. The SUB-RECIPIENT shall carry out its activity pursuant to this
Agreement in compliance with all federal laws and regulations described in Subpart K of Title 24

1 of the Code of Federal Regulations, except that:

2 (1) The SUB-RECIPIENT does not assume the CITY'S environmental
3 responsibilities described at §570.604; and

4 (2) The SUB-RECIPIENT does not assume the CITY'S responsibility
5 for initiating the review process under the provisions of 24 CFR Part 52.

6 q. All Uniform Administrative Requirements pursuant to 24 CFR 570.502.

7 8. HOLD HARMLESS AND INDEMNIFICATION. SUB-RECIPIENT shall
8 indemnify and hold harmless the City, County of Riverside, its Agencies, Districts, Special
9 Districts and Departments, their respective directors, officers, Board of Supervisors, elected and
10 appointed officials, employees, agents and representatives from any liability whatsoever, based
11 or asserted upon any services of SUB-RECIPIENT, its officers, employees, subcontractors,
12 agents or representatives arising out of or in any way relating to this Agreement, including but
13 not limited to property damage, bodily injury, or death or any other element of any kind or nature
14 whatsoever arising from the performance of SUB-RECIPIENT, its officers, agents, employees,
15 subcontractors, agents or representatives from this Agreement. SUB-RECIPIENT shall defend,
16 at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of
17 investigation, defense and settlements or awards, the City, the County of Riverside, its Agencies,
18 Districts, Special Districts and Departments, their respective directors, officers, Board of
19 Supervisors, elected and appointed officials, employees, agents and representatives in any claim
20 or action based upon such alleged acts or omissions.

21 With respect to any action or claim subject to indemnification herein by SUB-RECIPIENT,
22 shall, at their sole cost, have the right to use counsel of their own choice and shall have the right
23 to adjust, settle, or compromise any such action or claim without the prior consent of County of
24 Riverside; provided, however, that any such adjustment, settlement or compromise in no manner
25 whatsoever limits or circumscribes SUB-RECIPIENT'S indemnification to County of Riverside
26 as set forth herein.

27 SUB-RECIPIENT'S obligation hereunder shall be satisfied when SUB-RECIPIENT has
28 provided to County of Riverside the appropriate form of dismissal relieving County of Riverside
29 from any liability for the action or claim involved.

30 The specified insurance limits required in this Agreement shall in no way limit or
31 circumscribe SUB-RECIPIENT'S obligations to indemnify and hold harmless the County of
32 Riverside herein from third party claims.

33 9. INSURANCE. Without limiting or diminishing the SUB-RECIPIENT'S
34 obligation to indemnify or hold the CITY harmless, SUB-RECIPIENT shall procure and maintain
35 or cause to be maintained, at its sole cost and expense, the following insurance coverage's during
36 the term of this Agreement.

37 10. PROGRAM INCOME. SUB-RECIPIENT, who is a sub-recipient as defined in
38 Section 570.500(c) and 570.504, shall not retain any program income as defined in Section
39 570.500 of Title 24 of the Federal Code of Regulations. Any and all program income shall be
40 retained by the COUNTY

1 11. INDEPENDENT CONTRACTOR. SUB-RECIPIENT and its agents, servants and
2 employees shall act at all times in an independent capacity during the term of this Agreement,
3 and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers
4 or employees of the CITY or the County of Riverside.

5 12. NONDISCRIMINATION. SUB-RECIPIENT shall abide by §570.601 and
6 §570.912 of Title 24 of the Federal Code of Regulations, which require that no person in the
7 United States shall on the ground of race, color, religion, national origin, or sex, be excluded
8 from participation in, be denied the benefits of, or be subjected to discrimination under any
9 program or activity funded in whole or in part with CDBG funds.

10 13. RELIGIOUS ACTIVITIES and CONFLICT OF INTEREST. Under federal
11 regulations, CDBG assistance may not be used for inherently religious activities or provided to
12 primarily religious entities for any activities including secular activities. SUB-RECIPIENT
13 shall adhere to the restrictions set forth in 24 CFR 570.200(j), and 570.611 and by this reference
14 is incorporated herein.

15 14. TERMINATION.

16 a. Sub-Recipient. SUB-RECIPIENT may not terminate this Agreement except
17 upon express written consent of CITY.

18 b. City. Notwithstanding the provisions of Paragraph 23a, CITY may suspend
19 or terminate this Agreement upon written notice to SUB-RECIPIENT of the action being taken
20 and the reason for such action:

21 (1) In the event SUB-RECIPIENT fails to perform the covenants herein
22 contained at such times and in such manner as provided in this Agreement; or

23 (2) In the event there is a conflict with any federal, state or local law,
24 ordinance, regulation or rule rendering any of the provisions of this Agreement invalid or
25 untenable; or

26 (3) In the event the funding from the Department of Housing and Urban
27 Development referred to in Paragraphs 1 above is terminated or otherwise becomes unavailable.

28 c. This Agreement may be terminated or funding suspended in whole or in
part for cause in accordance with 24 CFR 85.43. Cause shall be based on the failure of the SUB-
RECIPIENT to materially comply with either the terms or conditions of this Agreement. Upon
suspension of funding, the SUB-RECIPIENT agrees not to incur any costs related thereto, or
connected with, any area of conflict from which the CITY has determined that suspension of
funds is necessary. The award may be terminated for convenience in accordance with 24 CFR
85.44.

d. Reversion of Assets.

(1) Upon expiration of this Agreement, the SUB-RECIPIENT shall

1 transfer to the CITY any CDBG funds on hand at the time of expiration of the Agreement as
2 well as any accounts receivable held by SUB-RECIPIENT which are attributable to the use of
3 CDBG funds awarded pursuant to this Agreement.

4 (2) Any real property under the SUB-RECIPIENT'S control that was
5 acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to
6 the SUB-RECIPIENT in the form of a loan) in excess of \$25,000 is either:

7 (i) Used to meet one of the National Objectives in Sec. 570.208
8 until five years after expiration of this agreement, or for such longer period of time as determined
9 to be appropriate by the CITY; or

10 (ii) Not used in accordance with Section (i) above, in which
11 event the SUB-RECIPIENT shall pay to the CITY an amount equal to the current market value
12 of the property less any portion of the value attributable to expenditures of non-CDBG funds for
13 the acquisition of, or improvement to, the property.

14 15. PROGRAM MONITORING AND EVALUATION. SUB-RECIPIENT shall be
15 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions
16 of this Agreement and the effective and efficient achievement of the Program Objectives.
17 Quarterly reports shall be due on the fifteenth (15th) day of the month immediately following the
18 end of the quarter being reported. The quarterly written reports shall include, but shall not be
19 limited to the following data elements:

20 a. Title of program, listing of components, description of activities/operations.

21 b. The projected goals, indicated numerically, and also the goals achieved (for
22 each report period). In addition, identify by percentage and description, the progress achieved
23 towards meeting the specified goals; additionally, identify any problems encountered in meeting
24 goals.

25 c. If CDBG funded Activity meets National Objective under 24 CFR 570.208
26 (a)(2)(i)(B), SUB-RECIPIENT shall report the following:

27 (1) Total number of direct beneficiaries (clientele served) with
28 household income:

- Above 80% MHI
- Between 50% and 80% MHI (Low-Income)
- Between 30% and 50% MHI (Very Low-Income)
- Below 30% MHI (Extremely Low-Income)

2) Total number and percentage of all clients at of below 80% MHI

3) Racial ethnicity of clientele

4) Number of Female-Headed Households

d. SUB-RECIPIENT shall report beneficiary statistics monthly, or as
otherwise required, to CITY on the pre-approved *Direct Benefit Form* and *Self-Certification*

1 *Form* (certifying income, family size, and racial ethnicity) as required by HUD. In the event that
2 HUD or CITY implement changes to the reporting requirements, SUB-RECIPIENT will be
3 provided with updated forms and instructions necessary to comply with the reporting
4 requirements of the CPD Outcome Performance Measurement System.

4 e. SUB-RECIPIENT must collect **income self-certifications** from every
5 individual or family participating in CDBG-funded activities or the parent or legal guardian of
6 every child participating in CDBG-funded activities. This includes family income, family size, and
7 ethnicity. Income verifications are required from at least 10% of all clientele. **SUB-RECIPIENT**
8 **must submit reimbursement request monthly or in accordance with other EDA approved**
9 **schedule. Final reimbursement requests must be received by EDA no later than June 30,**
10 **2017.**

9 16. INSURANCE. Without limiting or diminishing the SUB-RECIPIENT'S obligation
10 to indemnify or hold the CITY and/or COUNTY harmless, SUB-RECIPIENT shall procure and
11 maintain or cause to be maintained, at its sole cost and expense, the following insurance
12 coverage's during the term of this Agreement.

12 a. Workers' Compensation: If the SUB-RECIPIENT has employees as
13 defined by the State of California, the SUB-RECIPIENT shall maintain statutory Workers'
14 Compensation Insurance (Coverage A) as prescribed by the laws of the State of California.
15 Policy shall include Employers' Liability (Coverage B) including Occupational Disease with
16 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
17 subrogation in favor of the County of Riverside.

16 b. Commercial General Liability: Commercial General Liability insurance
17 coverage, including but not limited to, premises liability, contractual liability, products and
18 completed operations liability, personal and advertising injury, and cross liability coverage,
19 covering claims which may arise from or out of SUB-RECIPIENT'S performance of its
20 obligations hereunder. Policy shall name the City and the County of Riverside as Additional
21 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
22 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this
23 agreement or be no less than two (2) times the occurrence limit.

21 c. Vehicle Liability: If vehicles or mobile equipment are used in the
22 performance of the obligations under this Agreement, then SUB-RECIPIENT shall maintain
23 liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than
24 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
25 limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
26 limit. Policy shall name the City and County of Riverside as Additional Insured.

26 d. General Insurance Provisions - All lines:

27 (1) Any insurance carrier providing insurance coverage hereunder shall
28 be admitted to the State of California and have an A M BEST rating of not less than A: VIII
(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the
County's Risk Manager waives a requirement for a particular insurer such waiver is only valid
for that specific insurer and only for one policy term.

1 (2) The SUB-RECIPIENT'S insurance carrier(s) must declare its
2 insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence
3 such retentions shall have the prior written consent of the County Risk Manager before the
4 commencement of operations under this Agreement. Upon notification of self-insured retention
5 unacceptable to the COUNTY, and at the election of the County's Risk Manager, SUB-
6 RECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects
7 this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses
8 and related investigations, claims administration, and defense costs and expenses.

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

(4) It is understood and agreed to by the parties hereto that the SUB-RECIPIENT'S insurance shall be construed as primary insurance, and the City and 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 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 required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUB-RECIPIENT has become inadequate.

(6) SUB-RECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors 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.

1 (8) SUB-RECIPIENT agrees to notify City and COUNTY of any claim
2 by a third party or any incident or event that may give rise to a claim arising from the performance
3 of this Agreement.

4 17. FEDERAL REQUIREMENTS. SUB-RECIPIENT shall comply with the
5 provisions of the ACT and any amendments thereto and the federal regulations and guidelines
6 now or hereafter enacted pursuant to the ACT. More particularly, SUB-RECIPIENT is to comply
7 with those regulations found in 24 CFR 570, Part 84 and Part 85. SUB-RECIPIENT is to comply
8 with OMB Circular Nos. A-110, A-87, A-122, and A-133 as applicable, as they relate to the
9 acceptance and use of federal funds under this Agreement. SUB-RECIPIENT is to abide by the
10 provisions of the COUNTY's CDBG policies.

11 18. ENTIRE AGREEMENT. It is expressly agreed that this Agreement embodies the
12 entire agreement of the parties in relation to the subject matter hereof, and that no other
13 agreement or understanding, verbal or otherwise, relative to this subject matter, exists between
14 the parties at the time of execution.

15 19. PROJECT ELIGIBILITY. As to SUB-RECIPIENT or its claimants, CITY shall
16 bear no liability for any later determination by the United States Government, the Department of
17 Housing and Urban Development, or any other person or entity, that SUB-RECIPIENT is or is
18 not eligible under 24 CFR Part 570 to receive CDBG funds.

19 20. MODIFICATION OF AGREEMENT. This agreement may be modified or
20 amended only by a writing signed by the duly authorized and empowered representatives of
21 CITY and SUB-RECIPIENT, respectively.

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SIGNATURES ON NEXT PAGE

1 IN WITNESS WHEREOF, the CITY and the SUB-RECIPIENT have executed this
2 agreement as of the date listed below.

3 **CITY:**

4 **City of Canyon Lake,**
5 **a Municipal corporation**

6
7 By: _____
8 City Manager

9 _____
10 Print Name

11 Dated: _____

12
13 **SUBRECIPIENT:**

14 **Inland Valley Habitat For Humanity,**
15 **a California 501(c)(3) non-profit corporation**

16
17 By: _____
18 Executive Director

19 _____
20 Print Name

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22 Dated: _____

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**EXHIBIT A
SUB-RECIPIENT AGREEMENT
SCOPE OF WORK
(PUBLIC SERVICE)**

I. GENERAL INFORMATION

SUBRECIPIENT NAME: Inland Valley Habitat For Humanity

ADDRESS: 41615 Winchester Rd, Ste 214, Temecula, CA 92590

PROGRAM CONTACT: Mary Stein, Program Manager

PHONE: 951-296-3362 FAX : 951-296-3363

E-MAIL: mary@habitativ.org

PROJECT NAME: City of Canyon Lake Home Repair Program

PROJECT LOCATION: City of Canyon Lake

LEVEL OF ENVIRONMENTAL CLEARANCE: **EXEMPT [24 CFR 58.34 (a)(4)]**

CDBG ELIGIBILITY CODE: **24 CFR 570.201 (e) Public Services**

II. SCOPE OF SERVICE

PROJECT FUNDING AMOUNT **\$20,782**

A. Activities

City will be responsible for administering a **2015-2016** Community Development Block Grant for the **City of Canyon Lake Home Repair Program** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 Serving the very low to low income community with repairs to their home.

B. Levels of Accomplishment – Goals and Performance Measures

The SUB-RECIPIENT agrees to provide the following levels of program services:

- Activity #1 Determine Homeowner Eligibility
- Activity #2 Provide Initial Inspections on each eligible project
- Activity #3 Provide Scope of Work for each homeowner project
- Activity #4 Provide Contractor Walk Through for each project
- Activity #5 Provide Final Inspection of each project for Contractor Payment

Unit of Service is defined as: number served and client **2-4 depending on amount of repairs needed**

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**City of Canyon Lake
City Council
Staff Report**

TO: Honorable Mayor and Members of the City Council
FROM: Aaron Palmer, City Manager
BY: Mike A. Borja, Administrative Services Manager
DATE: October 12, 2016
SUBJECT: Approve CDBG Sub-Recipient Agreement with the Inland Valley Habitat for Humanity to Administer the City's Home Repair Program for Fiscal Year 2016-2017

Recommendation

It is recommended that the City Council approve a CDBG sub-recipient agreement with the Inland Valley Habitat for Humanity to administer the City's Home Repair Program for Fiscal Year 2016-2017.

Background

The City of Canyon Lake participates in the Community Development Block Grant (CDBG) program through the County of Riverside's Economic Development Agency, and has previously signed sub-recipient agreements to administer the City's Home Repair Program. To date, the city's CDBG Program has successfully administered the following:

- FY2013-2014 – 4 residents totaling \$31,926
- FY2014-2015 – 6 residents totaling \$25,496
- FY2015-2016 – Approved allocation - \$20,782

Both the FY13/14 & FY14/15 were administered by the Neighborhood Housing Services of the Inland Empire (NHSIE). Staff recommends City Council approve a new sub-recipient agreement that mirrors the previous, to allocate \$20,000 to the Inland Valley Habitat for Humanity to administer the City's Home Repair Program for Fiscal Year 2016/2017.

By entering into a sub-recipient agreement with the Habitat for Humanity, the City's CDBG funding will be put to use once again in the community. The City currently has home owners placed on a wait list for this year's funding if approved. Homeowners that qualify as low-income will be able to apply for:

- Exterior Paint

- Roof Repairs
- Window Replacements
- Door Replacements
- Wood Fencing
- Coach Leveling
- Carport Awning Replacements
- Handicap Ramps
- Porch Repairs
- Siding Replacements
- Sprinkler Repairs

Each eligible homeowner would apply directly to the Habitat for Humanity for the above listed types of projects. It is estimated that 2-4 home repairs can be completed with the CDBG funding that was allocated to the City for the 2016-2017 Fiscal Year.

The Habitat for Humanity has a direct cost for their services of \$1,200 per home project. Its costs are also paid directly through CDBG funding. The services that Habitat for Humanity will provide include:

- Accepting applications and determining homeowner income eligibility
- The initial inspection of the home needing repairs
- Preparation of a scope of work for each project
- Performing a contractor bid walk-through at the home
- Monitoring the repairs
- Maintaining contractor and homeowner documents
- Performing a final inspection of the repairs prior to payment

Typically, CDBG funding is used on a reimbursement basis to the City, meaning that the City would forward payment to a sub-recipient and then seek reimbursement from the County of Riverside. However, the County of Riverside has agreed to work out a process in which the Habitat for Humanity will submit for reimbursement directly from the County, and the City will only be responsible for confirming and authorizing the County to remit payment directly to the Habitat for Humanity. This will prevent the City from expending City funds and having to wait from reimbursement from the County.

Budget (or Fiscal) Impact

There will be no direct impact on the City's budget. The City will be allocating \$20,000 in CDBG funding to the Habitat for Humanity to administer the City's Home Repair Program. If not otherwise allocated, this grant funding would go unused.

Attachments

1. Updated Sub-Recipient Agreement FY 16/17
2. Scope of Services from Inland Valley Habitat for Humanity

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**SUB-RECIPIENT AGREEMENT FOR THE USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

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This Agreement is made and entered into this 12 th day of October, 2016, by and between the **City of Canyon Lake**, a municipal corporation, hereinafter referred to as "CITY", and **Inland Valley Habitat For Humanity**, a California 501(c)(3) non-profit Corporation, hereinafter referred to as "SUB-RECIPIENT".

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WITNESSETH:

WHEREAS, the Housing and Community Development Act of 1974, Title 1, as amended (the "ACT"), provides that certain grant funds may be used for certain discretionary projects which primarily benefit low and moderate income persons, persons with disabilities, remove slums or blight, or which meet urgent community development needs; and

WHEREAS, CITY has received CDBG funding for the 2016-2017 program year through the County of Riverside's Urban County CDBG program; and

WHEREAS, the CDBG-assisted activities described herein comply with one of the national objectives as required under 24 CFR §570.200(a)(2).

NOW, THEREFORE, the CITY and SUB-RECIPIENT mutually agree as follows:

1. PURPOSE. SUB-RECIPIENT promises and agrees to undertake and assist with COUNTY's community development activities by utilizing the sum of **\$20,000.00 Funding**, CDBG Entitlement Funds, as specifically identified in **Exhibit "A"**, which is attached hereto and by this reference is incorporated herein, for the following project: **Home Repair Program.**

2. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective Date, as defined herein, and shall continue in full force and effect for a period of one (1) year from JULY 1, 2016 – JUNE 30, 2017. Final reimbursement submission is due to the City on or before **June 30, 2017.**

3. INCORPORATION OF SUPPLEMENTAL AGREEMENT. All applicable terms and conditions of the Supplemental Agreement for the Use of 2016-2017 Community Development Block Grant Funds, between the County of Riverside and the CITY, are hereby incorporated into and made part of this Agreement.

4. LETTER TO PROCEED. SUB-RECIPIENT shall not initiate nor incur expenses for the CDBG funded project/activity covered under the terms of this Agreement prior to receiving written authorization from the CITY to proceed.

5. DISTRIBUTION OF FUNDS. The CITY shall pay to the SUB-RECIPIENT the sum specified in paragraph 1 above on a reimbursable basis for all approved costs. The SUB-RECIPIENT shall submit no more often than monthly to the CDBG Administrator of COUNTY a certified statement setting forth in detail the expenditures made for which it is asking reimbursement along with pertinent supporting documentation.

1 The CITY shall promptly review the monthly expenditure statement and reimburse the
2 SUB-RECIPIENT for the approved costs in accordance with its usual accounting procedures.
3 The CITY may require from SUB-RECIPIENT such supporting documentation as may be
4 necessary and appropriate for the CITY to make its determination as to allowable costs. Each
5 disbursement of CDBG funds shall be made within thirty (30) days after SUB-RECIPIENT has
6 submitted, to the CITY, a complete and approved statement of expenditures. In the event the
7 United States Department of Housing and Urban Development shall determine the purpose or
8 any of the expenditures above described are ineligible for funding by the CITY, the SUB-
9 RECIPIENT shall reimburse the CITY the amount of the cost so disallowed.

10 **6. RECORDS AND INSPECTIONS.**

11 a. SUB-RECIPIENT shall establish and maintain financial, programmatic,
12 statistical, and other supporting records of its operations and financial activities in accordance
13 with 24 CFR 570, Part 84, 570.506, and OMB Circulars, A-122, and A-133, as applicable, as
14 they relate to the acceptance and use of federal funds under this Agreement. Said records shall
15 be retained for such time as may be required by the regulations of the Housing and Community
16 Development Act, but in no case for less than five (5) years from the date of this Agreement.

17 b. SUB-RECIPIENT shall maintain a separate account for CDBG Entitlement
18 funds received as set forth in **Exhibit "A"**.

19 c. SUB-RECIPIENT shall obtain an external audit in accordance with the U.S.
20 Department of Housing and Urban Development single audit regulations (24 CFR Part 44.6).
21 Audits shall usually be performed annually but not less frequently than every two years.
22 Nonprofit institutions and government agencies that expend less than \$500,000 a year in Federal
23 awards are exempt from Federal audit requirements, but records must be available for review by
24 appropriate officials of the Federal grantor agency or sub-granting entity. The audit report shall
25 be submitted to the CITY within 180 days after the end of the COUNTY'S fiscal year.

26 d. SUB-RECIPIENT shall, during the normal business hours make available
27 to CITY, County of Riverside, the Department of Housing and Urban Development, and any
28 other authorized Federal official, for examination and copying all of its records and other
materials with respect to matters covered by this Agreement.

e. SUB-RECIPIENT shall submit to the CITY copies of all studies and reports
prepared for this project and the CITY shall have the right to the use and benefit of all such
studies and reports.

f. If this CDBG-funded activity meets a National Objective by serving limited
clientele as defined in 24 CFR 570.208(a)(2)(i), the SUB-RECIPIENT shall ensure that at least
fifty-one percent (51%) of the persons benefiting from the CDBG funded activities are of low
and moderate-income and meet the program income guidelines attached as **Exhibit IG**. The
SUB-RECIPIENT must provide the required direct benefit documentation.

7. COMPLIANCE WITH LAWS AND REGULATIONS. The SUB-RECIPIENT shall comply with all applicable federal, state and local laws, regulations and ordinances. By executing this Agreement, the SUB-RECIPIENT hereby certifies that it will adhere to and comply with the following as they may be applicable to a subrecipient of funds granted pursuant

1 to the Housing and Community Development Act of 1974, as amended:

2 a. The Housing and Community Development Act of 1974, as amended, and
3 the regulations issued thereto;

4 b. Section 3 of the Housing and Urban Development Act of 1968, as amended;
5 attached hereto as **Exhibit "S"**.

6 c. Executive Order 11246, as amended by Executive Orders 11375 and 12086,
7 and implementing regulations at 41 CFR Chapter 60;

8 d. Executive Order 11063, as amended by Executive Order 12259, and
9 implementing regulations at 24 CFR Part 107;

10 e. Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended, and
11 implementing regulations;

12 f. The Age Discrimination Act of 1975 (PL 94-135), as amended, and
13 implementing regulations;

14 g. The relocation requirements of Title II and the acquisition requirements of
15 Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of
16 1970, and the implementing regulations at 24 CFR Part 42;

17 h. The labor standard requirements as set forth in 24 CFR Part 570, Subpart K
18 and HUD regulations issued to implement such requirements;

19 i. Executive Order 11988 relating to the evaluation of flood hazards and
20 Executive Order 11288 relating to the prevention, control and abatement of water pollution;

21 j. The flood insurance purchase requirements of Section 102(a) of the Flood
22 Disaster Protection Act of 1973 (PL 93-234);

23 k. The regulations, policies, guidelines and requirements of 24 CFR Part 85
24 "Common Rule," OMB Circular Nos. A-122 and A-133 as they relate to the acceptance and use
25 of federal funds under the federally-assigned program;

26 l. Title VI of the Civil Rights Act of 1964 (PL 88-352) and implementing
27 regulations issued at 24 CFR Part 1;

28 m. Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended;

n. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the
Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);

o. Uniform Administration Requirements pursuant to 24 CFR 570.502;

p. The SUB-RECIPIENT shall carry out its activity pursuant to this
Agreement in compliance with all federal laws and regulations described in Subpart K of Title 24

1 of the Code of Federal Regulations, except that:

2 (1) The SUB-RECIPIENT does not assume the CITY'S environmental
3 responsibilities described at §570.604; and

4 (2) The SUB-RECIPIENT does not assume the CITY'S responsibility
5 for initiating the review process under the provisions of 24 CFR Part 52.

6 q. All Uniform Administrative Requirements pursuant to 24 CFR 570.502.

7 8. HOLD HARMLESS AND INDEMNIFICATION. SUB-RECIPIENT shall
8 indemnify and hold harmless the City, County of Riverside, its Agencies, Districts, Special
9 Districts and Departments, their respective directors, officers, Board of Supervisors, elected and
10 appointed officials, employees, agents and representatives from any liability whatsoever, based
11 or asserted upon any services of SUB-RECIPIENT, its officers, employees, subcontractors,
12 agents or representatives arising out of or in any way relating to this Agreement, including but
13 not limited to property damage, bodily injury, or death or any other element of any kind or nature
14 whatsoever arising from the performance of SUB-RECIPIENT, its officers, agents, employees,
15 subcontractors, agents or representatives from this Agreement. SUB-RECIPIENT shall defend,
16 at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of
17 investigation, defense and settlements or awards, the City, the County of Riverside, its Agencies,
18 Districts, Special Districts and Departments, their respective directors, officers, Board of
19 Supervisors, elected and appointed officials, employees, agents and representatives in any claim
20 or action based upon such alleged acts or omissions.

21 With respect to any action or claim subject to indemnification herein by SUB-RECIPIENT,
22 shall, at their sole cost, have the right to use counsel of their own choice and shall have the right
23 to adjust, settle, or compromise any such action or claim without the prior consent of County of
24 Riverside; provided, however, that any such adjustment, settlement or compromise in no manner
25 whatsoever limits or circumscribes SUB-RECIPIENT'S indemnification to County of Riverside
26 as set forth herein.

27 SUB-RECIPIENT'S obligation hereunder shall be satisfied when SUB-RECIPIENT has
28 provided to County of Riverside the appropriate form of dismissal relieving County of Riverside
29 from any liability for the action or claim involved.

30 The specified insurance limits required in this Agreement shall in no way limit or
31 circumscribe SUB-RECIPIENT'S obligations to indemnify and hold harmless the County of
32 Riverside herein from third party claims.

33 9. INSURANCE. Without limiting or diminishing the SUB-RECIPIENT'S
34 obligation to indemnify or hold the CITY harmless, SUB-RECIPIENT shall procure and maintain
35 or cause to be maintained, at its sole cost and expense, the following insurance coverage's during
36 the term of this Agreement.

37 10. PROGRAM INCOME. SUB-RECIPIENT, who is a sub-recipient as defined in
38 Section 570.500(c) and 570.504, shall not retain any program income as defined in Section
39 570.500 of Title 24 of the Federal Code of Regulations. Any and all program income shall be
40 retained by the COUNTY

1 11. INDEPENDENT CONTRACTOR. SUB-RECIPIENT and its agents, servants and
2 employees shall act at all times in an independent capacity during the term of this Agreement,
3 and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers
4 or employees of the CITY or the County of Riverside.

5 12. NONDISCRIMINATION. SUB-RECIPIENT shall abide by §570.601 and
6 §570.912 of Title 24 of the Federal Code of Regulations, which require that no person in the
7 United States shall on the ground of race, color, religion, national origin, or sex, be excluded
8 from participation in, be denied the benefits of, or be subjected to discrimination under any
9 program or activity funded in whole or in part with CDBG funds.

10 13. RELIGIOUS ACTIVITIES and CONFLICT OF INTEREST. Under federal
11 regulations, CDBG assistance may not be used for inherently religious activities or provided to
12 primarily religious entities for any activities including secular activities. SUB-RECIPIENT
13 shall adhere to the restrictions set forth in 24 CFR 570.200(j), and 570.611 and by this reference
14 is incorporated herein.

15 14. TERMINATION.

16 a. Sub-Recipient. SUB-RECIPIENT may not terminate this Agreement except
17 upon express written consent of CITY.

18 b. City. Notwithstanding the provisions of Paragraph 23a, CITY may suspend
19 or terminate this Agreement upon written notice to SUB-RECIPIENT of the action being taken
20 and the reason for such action:

21 (1) In the event SUB-RECIPIENT fails to perform the covenants herein
22 contained at such times and in such manner as provided in this Agreement; or

23 (2) In the event there is a conflict with any federal, state or local law,
24 ordinance, regulation or rule rendering any of the provisions of this Agreement invalid or
25 untenable; or

26 (3) In the event the funding from the Department of Housing and Urban
27 Development referred to in Paragraphs 1 above is terminated or otherwise becomes unavailable.

28 c. This Agreement may be terminated or funding suspended in whole or in
part for cause in accordance with 24 CFR 85.43. Cause shall be based on the failure of the SUB-
RECIPIENT to materially comply with either the terms or conditions of this Agreement. Upon
suspension of funding, the SUB-RECIPIENT agrees not to incur any costs related thereto, or
connected with, any area of conflict from which the CITY has determined that suspension of
funds is necessary. The award may be terminated for convenience in accordance with 24 CFR
85.44.

d. Reversion of Assets.

(1) Upon expiration of this Agreement, the SUB-RECIPIENT shall

1 transfer to the CITY any CDBG funds on hand at the time of expiration of the Agreement as
2 well as any accounts receivable held by SUB-RECIPIENT which are attributable to the use of
3 CDBG funds awarded pursuant to this Agreement.

4 (2) Any real property under the SUB-RECIPIENT'S control that was
5 acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to
6 the SUB-RECIPIENT in the form of a loan) in excess of \$25,000 is either:

7 (i) Used to meet one of the National Objectives in Sec. 570.208
8 until five years after expiration of this agreement, or for such longer period of time as determined
9 to be appropriate by the CITY; or

10 (ii) Not used in accordance with Section (i) above, in which
11 event the SUB-RECIPIENT shall pay to the CITY an amount equal to the current market value
12 of the property less any portion of the value attributable to expenditures of non-CDBG funds for
13 the acquisition of, or improvement to, the property.

14 15. PROGRAM MONITORING AND EVALUATION. SUB-RECIPIENT shall be
15 monitored and evaluated in terms of its effectiveness and timely compliance with the provisions
16 of this Agreement and the effective and efficient achievement of the Program Objectives.
17 Quarterly reports shall be due on the fifteenth (15th) day of the month immediately following the
18 end of the quarter being reported. The quarterly written reports shall include, but shall not be
19 limited to the following data elements:

20 a. Title of program, listing of components, description of activities/operations.

21 b. The projected goals, indicated numerically, and also the goals achieved (for
22 each report period). In addition, identify by percentage and description, the progress achieved
23 towards meeting the specified goals; additionally, identify any problems encountered in meeting
24 goals.

25 c. If CDBG funded Activity meets National Objective under 24 CFR 570.208
26 (a)(2)(i)(B), SUB-RECIPIENT shall report the following:

27 (1) Total number of direct beneficiaries (clientele served) with
28 household income:

- Above 80% MHI
- Between 50% and 80% MHI (Low-Income)
- Between 30% and 50% MHI (Very Low-Income)
- Below 30% MHI (Extremely Low-Income)

2) Total number and percentage of all clients at of below 80% MHI

3) Racial ethnicity of clientele

4) Number of Female-Headed Households

d. SUB-RECIPIENT shall report beneficiary statistics monthly, or as
otherwise required, to CITY on the pre-approved *Direct Benefit Form* and *Self-Certification*

1 Form (certifying income, family size, and racial ethnicity) as required by HUD. In the event that
2 HUD or CITY implement changes to the reporting requirements, SUB-RECIPIENT will be
3 provided with updated forms and instructions necessary to comply with the reporting
4 requirements of the CPD Outcome Performance Measurement System.

5 e. SUB-RECIPIENT must collect **income self-certifications** from every
6 individual or family participating in CDBG-funded activities or the parent or legal guardian of
7 every child participating in CDBG-funded activities. This includes family income, family size, and
8 ethnicity. Income verifications are required from at least 10% of all clientele. **SUB-RECIPIENT**
9 **must submit reimbursement request monthly or in accordance with other EDA approved**
10 **schedule. Final reimbursement requests must be received by EDA no later than June 30,**
11 **2017.**

12 16. INSURANCE. Without limiting or diminishing the SUB-RECIPIENT'S obligation
13 to indemnify or hold the CITY and/or COUNTY harmless, SUB-RECIPIENT shall procure and
14 maintain or cause to be maintained, at its sole cost and expense, the following insurance
15 coverage's during the term of this Agreement.

16 a. Workers' Compensation: If the SUB-RECIPIENT has employees as
17 defined by the State of California, the SUB-RECIPIENT shall maintain statutory Workers'
18 Compensation Insurance (Coverage A) as prescribed by the laws of the State of California.
19 Policy shall include Employers' Liability (Coverage B) including Occupational Disease with
20 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
21 subrogation in favor of the County of Riverside.

22 b. Commercial General Liability: Commercial General Liability insurance
23 coverage, including but not limited to, premises liability, contractual liability, products and
24 completed operations liability, personal and advertising injury, and cross liability coverage,
25 covering claims which may arise from or out of SUB-RECIPIENT'S performance of its
26 obligations hereunder. Policy shall name the City and the County of Riverside as Additional
27 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
28 single 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.

29 c. Vehicle Liability: If vehicles or mobile equipment are used in the
30 performance of the obligations under this Agreement, then SUB-RECIPIENT shall maintain
31 liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than
32 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
33 limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
34 limit. Policy shall name the City and County of Riverside as Additional Insured.

35 d. General Insurance Provisions - All lines:

36 (1) Any insurance carrier providing insurance coverage hereunder shall
37 be admitted to the State of California and have an A M BEST rating of not less than A: VIII
38 (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the
County's Risk Manager waives a requirement for a particular insurer such waiver is only valid
for that specific insurer and only for one policy term.

1 (2) The SUB-RECIPIENT'S insurance carrier(s) must declare its
2 insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence
3 such retentions shall have the prior written consent of the County Risk Manager before the
4 commencement of operations under this Agreement. Upon notification of self-insured retention
5 unacceptable to the COUNTY, and at the election of the County's Risk Manager, SUB-
6 RECIPIENT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects
7 this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses
8 and related investigations, claims administration, and defense costs and expenses.

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

(4) It is understood and agreed to by the parties hereto that the SUB-
RECIPIENT'S insurance shall be construed as primary insurance, and the City and 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 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 required under this Agreement and the monetary limits of liability for the insurance
coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the
amount or type of insurance carried by the SUB-RECIPIENT has become inadequate.

(6) SUB-RECIPIENT shall pass down the insurance obligations
contained herein to all tiers of subcontractors 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.

1 (8) SUB-RECIPIENT agrees to notify City and COUNTY of any claim
2 by a third party or any incident or event that may give rise to a claim arising from the performance
3 of this Agreement.

4 17. FEDERAL REQUIREMENTS. SUB-RECIPIENT shall comply with the
5 provisions of the ACT and any amendments thereto and the federal regulations and guidelines
6 now or hereafter enacted pursuant to the ACT. More particularly, SUB-RECIPIENT is to comply
7 with those regulations found in 24 CFR 570, Part 84 and Part 85. SUB-RECIPIENT is to comply
8 with OMB Circular Nos. A-110, A-87, A-122, and A-133 as applicable, as they relate to the
9 acceptance and use of federal funds under this Agreement. SUB-RECIPIENT is to abide by the
10 provisions of the COUNTY's CDBG policies.

11 18. ENTIRE AGREEMENT. It is expressly agreed that this Agreement embodies the
12 entire agreement of the parties in relation to the subject matter hereof, and that no other
13 agreement or understanding, verbal or otherwise, relative to this subject matter, exists between
14 the parties at the time of execution.

15 19. PROJECT ELIGIBILITY. As to SUB-RECIPIENT or its claimants, CITY shall
16 bear no liability for any later determination by the United States Government, the Department of
17 Housing and Urban Development, or any other person or entity, that SUB-RECIPIENT is or is
18 not eligible under 24 CFR Part 570 to receive CDBG funds.

19 20. MODIFICATION OF AGREEMENT. This agreement may be modified or
20 amended only by a writing signed by the duly authorized and empowered representatives of
21 CITY and SUB-RECIPIENT, respectively.

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SIGNATURES ON NEXT PAGE

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IN WITNESS WHEREOF, the CITY and the SUB-RECIPIENT have executed this agreement as of the date listed below.

CITY:

**City of Canyon Lake,
a Municipal corporation**

By: _____
City Manager

Print Name

Dated: _____

SUBRECIPIENT:

**Inland Valley Habitat For Humanity,
a California 501(c)(3) non-profit corporation**

By: _____
Executive Director

Print Name

Dated: _____

**EXHIBIT A
SUB-RECIPIENT AGREEMENT
SCOPE OF WORK
(PUBLIC SERVICE)**

I. GENERAL INFORMATION

SUBRECIPIENT NAME: Inland Valley Habitat For Humanity

ADDRESS: 41615 Winchester Rd, Ste 214, Temecula, CA 92590

PROGRAM CONTACT: Mary Stein, Program Manager

PHONE: 951-296-3362 FAX: 951-296-3363

E-MAIL: mary@habitativ.org

PROJECT NAME: City of Canyon Lake Home Repair Program

PROJECT LOCATION: City of Canyon Lake

LEVEL OF ENVIRONMENTAL CLEARANCE: **EXEMPT [24 CFR 58.34 (a)(4)]**

CDBG ELIGIBILITY CODE: **24 CFR 570.201 (e) Public Services**

II. SCOPE OF SERVICE

PROJECT FUNDING AMOUNT: **\$20,000**

A. Activities

City will be responsible for administering a **2016-2017** Community Development Block Grant for the City of Canyon Lake Home Repair Program in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 Serving the very low to low income community with repairs to their home.

B. Levels of Accomplishment – Goals and Performance Measures

The SUB-RECIPIENT agrees to provide the following levels of program services:

- Activity #1 Determine Homeowner Eligibility
- Activity #2 Provide Initial Inspections on each eligible project
- Activity #3 Provide Scope of Work for each homeowner project
- Activity #4 Provide Contractor Walk Through for each project
- Activity #5 Provide Final Inspection of each project for Contractor Payment

Unit of Service is defined as: number served and client **2-4 depending on amount of repairs needed**

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