



AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
MORENO VALLEY
BOARD OF LIBRARY TRUSTEES

October 11, 2011

SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.

City Council Closed Session

First Tuesday of each month – 6:00 p.m.

City Council Study Sessions

Third Tuesday of each month – 6:00 p.m.

City Council Meetings

Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Jesse L. Molina, Mayor Pro Tem
Robin N. Hastings, Council Member

Richard A. Stewart, Mayor

Marcelo Co, Council Member
William H. Batey II, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
October 11, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing Fire Prevention Week – October 9 -15, 2011
2. "Business Spotlight"

**AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO
VALLEY AND THE BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING - 6:30 PM
OCTOBER 11, 2011**

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Diane Gardner - Beautiful Women of God

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

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separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF SEPTEMBER 27, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of September 7 - October 4, 2011.

A.4 APPROVE MORENO VALLEY ELECTRIC UTILITY SOLAR INCENTIVE PROGRAM UPDATES (Report of: Public Works Department)

Recommendation:

1. Approve the revised Net Energy Metering Agreement (NEM) for the Moreno Valley Electric Utility (MVU) Solar Incentive Program; and
2. Approve the appropriation of \$200,000 from the MVU Public Purpose Program Fund for customer rebates, consulting services, marketing and engineering expenses directly related to the MVU Solar Electric Incentive Program.

A.5 ANNUAL AGREEMENTS FOR SERVICES WITH THE CHAMBERS OF COMMERCE (Report of: Community & Economic Development Department)

Recommendation:

Review and approve the annual Agreements for Services the Moreno Valley Chamber of Commerce, and the Moreno Valley Hispanic Chamber of Commerce.

A.6 APPROVAL OF A SERVICE CONTRACT WITH WELLS FARGO INSURANCE SERVICES TO PROVIDE EMPLOYEES BENEFITS BROKER SERVICES (Report of: Human Resources Department)

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Recommendation:

Approve the service contract with Wells Fargo Insurance Services for the provision of employees benefits broker services.

- A.7 APPROVAL OF THE INTEGRATED GENERATION MANAGEMENT PROJECT, ICE BEAR DEPLOYMENT AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA) AND THE CITY OF MORENO VALLEY ELECTRIC UTILITY (MVU) (Report of: Public Works Department)

Recommendation:

1. Approve the Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority and the City of Moreno Valley Electric Utility (MVU);
2. Authorize the City Manager or his designee to execute the Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority (SCPPA) and the City of Moreno Valley Electric Utility (MVU); and
3. Approve the appropriation of \$62,500 from the MVU Public Purpose Fund for the first year of the program.

- A.8 REQUEST ADOPTION OF PLANS AND SPECIFICATIONS, AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS AND AUTHORIZATION TO OFFER AN EARLY CONSTRUCTION COMPLETION FINANCIAL INCENTIVE IN THE CONSTRUCTION BID DOCUMENTS FOR THE STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE - PROJECT NO. 12-12599520 (Report of: Public Works Department)

Recommendation:

1. Adopt the plans and specifications on file in the office of the City Engineer for the Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue once biddable ready construction plans and specifications are provided to the City by the developer, Highland Fairview Properties;
2. Authorize the City Engineer to advertise the project for construction bids once all required rights-of-way are obtained and dedicated to the City by the developer, Highland Fairview Properties; and

3. Authorize the City Engineer to offer an early construction completion financial incentive in the construction bid documents as an incentive for the successful lowest responsible bidder to complete the project up to two months ahead of the contract completion date.

- A.9 AUTHORIZATION FOR THE MAYOR TO SIGN THE AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE FOR THE RIVERSIDE SUPERIOR COURT CASE ENTITLED RADOS, ET AL V. CITY OF MORENO VALLEY (Report of: City Attorney)

Recommendation:

Authorize the Mayor to Sign the Amendment to the Settlement Agreement in the Case Rados, et al. v. City of Moreno Valley (Riverside Superior Court Case No. RIC 425623).

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- B.2 MINUTES - REGULAR MEETING OF SEPTEMBER 27, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

- C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- C.2 MINUTES - REGULAR MEETING OF SEPTEMBER 27, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

- D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- D.2 MINUTES - REGULAR MEETING OF SEPTEMBER 27, 2011 (Report of: City Clerk Department)

Recommendation:

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Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

- E.1 PUBLIC HEARING REGARDING COUNCILMANIC REDISTRICTING (POWERPOINT PRESENTATION BY DR. ALAN HESLOP, NATIONAL DEMOGRAPHICS CONSULTANT - TO BE PROVIDED UNDER SEPARATE COVER) (CONTINUED FROM SEPTEMBER 27, 2011 ON A 3-0-2 VOTE, CO AND BATEY ABSENT) (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. Conduct a public hearing to review the four National Demographics Corporation redistricting plans and the citizen-drawn plans of the Councilmanic districts in the City of Moreno Valley; and
2. Provide direction on a final redistricting map.

- E.2 PUBLIC HEARING REGARDING THE REISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS AND THE ADOPTION OF A RESOLUTION APPROVING THE REISSUANCE OF SAID BONDS BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY FOR THE OAKWOOD APARTMENTS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which it will hear and consider information concerning the reissuance by the California Statewide Communities Development Authority of bonds to finance the acquisition, construction and development of a 241 unit multifamily rental housing project known as the Oakwood Apartments; and
2. Adopts Resolution 2011-100, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the reissuance of bonds by the California Statewide Communities Development Authority for the Oakwood Apartments.

Resolution No. 2010-100

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A Resolution of the City Council of the City of Moreno Valley Approving the Reissuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for the Oakwood Apartments (Moreno Valley)

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

- G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
- a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)
 - b. Mayor Pro Tem Jesse L. Molina report on Riverside Transit Agency (RTA)
 - c. Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)
 - d. Council Member William H. Batey II Report on Riverside County Habitat Conservation Agency (RCHCA) (Continued from September 27, 2011)

- G.2 APPOINTMENT TO THE ARTS COMMISSION (Report of: City Clerk Department)

Recommendation: That the City Council:

- 1. Appoint Kevin L. Morrissey to the Arts Commission with a term expiring June 30, 2012; and
- 2. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

- G.3 ADOPT RESOLUTION NO. 2011-59 - TO APPROVE AN AMENDMENT TO THE CalPERS CONTRACT TO PROVIDE THE 2% AT AGE 55 AND THREE-YEAR FINAL COMPENSATION CALCULATION RETIREMENT BENEFITS FOR NEWLY HIRED EMPLOYEES STARTING ON DECEMBER 23, 2011, AND CONDUCT THE FIRST READING OF ORDINANCE NO. 828, AS REQUIRED BY CalPERS. (Report of: Human Resources Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-59, to announce the City's intention to approve an amendment to the CalPERS Contract to provide the 2% at Age 55 and Three-Year Final Compensation Calculation Retirement Benefits for newly hired employees starting on December 23, 2011, and conduct the first reading of Ordinance No. 828, as required by CalPERS.

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Resolution No. 2011-59

Resolution of Intention to Approve an Amendment to Contract between the Board of Administration California Public Employees' Retirement System and the City Council City of Moreno Valley

Ordinance No. 828

An Ordinance of the City Council of the City of Moreno Valley, California, Authorizing an Amendment to the Contract between the City of Moreno Valley and the Board of Administration of the California Public Employees' Retirement System

- G.4 MEDIA AND COMMUNICATIONS STRATEGY (CONTINUED FROM SEPTEMBER 27, 2011 ON A 3-0-2 VOTE, CO AND BATEY ABSENT) (Report of: City Manager's Office)

Recommendation: That the City Council:

Approve the proposed Media and Communications Strategy.

- G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

- H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

- H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2 .1 ORDINANCE NO. 829 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION PA08-0098 TO CHANGE THE ZONE FROM BUSINESS PARK TO LIGHT INDUSTRIAL FOR A 55 ACRE SITE (ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026) (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 6, 2011, BY A 3-2 VOTE, CO AND MOLINA OPPOSED) (CONTINUED FROM SEPTEMBER 27, 2011 ON A 3-0-2 VOTE, BATEY AND CO ABSENT) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 829

Ordinance No. 829

An Ordinance of the City Council of the City of Moreno Valley, California,

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Approving Zone Change Application PA08-0098 to Change the Zone from Business Park to Light Industrial for a 55 Acre Site (Assessor's Parcel Numbers 488-330-003 Through -006 and -026)

- H.2 .2 ORDINANCE NO. 830 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA10-0017 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO CHAPTER 9.05 INDUSTRIAL DISTRICTS (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 6, 2011, BY A 3-2 VOTE, CO AND MOLINA OPPOSED) (CONTINUED FROM SEPTEMBER 27, 2011 ON A 3-0-2 VOTE, BATEY AND CO ABSENT) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 830

Ordinance No. 830

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Application PA10-0017 Amending the Municipal Code to Make Changes to Chapter 9.05 Industrial Districts

- H.3 ORDINANCE NO. 833 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 10.02.100 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE MANDATORY SPAY AND NEUTER OF DOGS AND CATS (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 27, 2011, BY A 3-0-2 VOTE, BATEY AND CO ABSENT) (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

Adopt Ordinance No. 833

Ordinance No. 833

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 10.02.100 of the City of Moreno Valley Municipal Code Relating to the Mandatory Spay and Neuter of Dogs and Cats

- H.4 ORDINANCES - URGENCY ORDINANCES - NONE

- H.5 RESOLUTIONS - NONE

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PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

- **PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL**

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

- 1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 5

- 2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 5

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

ADJOURNMENT

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
September 27, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Verizon Donation to the Moreno Valley Black Chamber of Commerce Community Foundation Family Adult Literacy Program and Technology (FALPT)
2. American Public Works Association (APWA) 2010 Project of the Year Award – Kitching Street Improvements Project
3. Recognition of Moreno Valley Rockets Field and Track Team

**MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING – 6:30 PM
September 27, 2011**

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:32 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Robin N. Hastings

INVOCATION

Pastor James Samples - New Life Christian Fellowship

ROLL CALL

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
Robin N. Hastings	Council Member

Absent:

Marcel Co	Council Member
William H. Batey II	Council Member

Staff:

Kathy Gross	Executive Assistant
Jane Halstead	City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief

Barry Foster
Sonny Morkus
Mike McCarty
Prem Kumar

Community and Economic Development Director
Human Resources Director
Parks & Community Services Director
Assistant City Engineer

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF SEPTEMBER 13, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.3 MINUTES - SPECIAL MEETING OF SEPTEMBER 6, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

A.4 APPROVAL OF CHECK REGISTER FOR JULY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:
Adopt Resolution No. 2011-97, approving the Check Register for the month of July, 2011 in the amount of \$11,090,197.25.

Resolution No. 2011-97

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of July, 2011

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE CITYWIDE SIDEWALKS AND ACCESS RAMPS PROJECT - PROJECT NO. 10-12272227 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Citywide Sidewalks and Access Ramps Project to Mora's Equipment & Construction, Inc., the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Mora's Equipment & Construction, Inc.;
3. Authorize the issuance of a Purchase Order to Mora's Equipment & Construction, Inc. for a total amount of \$219,592.20 (\$182,993.50 base bid amount plus 20% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Mora's Equipment & Construction, Inc., up to but not to exceed the Purchase Order's total contingency of \$36,598.70, subject to the approval of the City Attorney.

A.6 TRACT MAP 20185 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS, FRAN LOU DRIVE BETWEEN PERRIS BOULEVARD AND KITCHING STREET - DEVELOPER: LCTH INVESTMENT LP, NEWPORT BEACH, CA 92660 (Report of: Community and Economic Development)

Recommendation:

1. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor Bond associated with Tract 20185 for public improvements; and
2. Direct the City Clerk to forward the Notification of Requirement for Public Improvement Security for Tract 20185 to the County Recorder's Office for recordation.

A.7 ADOPT RESOLUTION ORDERING THE VACATION OF MOTOR WAY BETWEEN AUTO MALL DRIVE AND EUCALYPTUS AVENUE AND TRANSFER THE PROPERTY TO THE REDEVELOPMENT AGENCY - PROJECT NO. 08-89791725 (ALSO LISTED AS ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-98 ordering the vacation of Motor Way, between Auto Mall Drive and Eucalyptus Avenue, excepting and reserving an easement for existing public utilities and access rights in conformance with California Streets and Highways Code - Chapter 3: Section 8324;

Resolution No. 2011-98

A Resolution of the City Council of the City of Moreno Valley, California, ordering the Vacation of Motor Way between Auto Mall Drive and Eucalyptus Avenue

2. Direct the City Clerk to certify said Resolution and transmit a copy of the Resolution to the office of the County Recorder for recordation as required by California Streets and Highways Code - Chapter 3: Section 8325;
3. Authorize the Mayor to execute Easement Deeds to Parcel "A" of Lot Line Adjustment Number 817, and Parcel 1 of Lot Line Adjustment Number 1008 for ingress and egress along Lot B of Parcel Map 23244 (Motor Way); and
4. Authorize the Mayor to execute a quitclaim deed to transfer real property known as Motor Way between Auto Mall Drive and Eucalyptus Avenue from the City of Moreno Valley, a Municipal Corporation to the Community Redevelopment Agency.

Motion to Continue Item A.7 to October 25, 2011 by m/Council Member Robin N. Hastings, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 3-0-2, William H. Batey II, and Marcelo Co absent.

- A.8 SEVENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR THE STATE ROUTE 60/NASON STREET INTERCHANGE IMPROVEMENTS PROJECT -- PROJECT NO 98-25897 (Report of: Public Works Department)

Recommendation:

1. Approve the Seventh Amendment to Agreement for Professional Consultant Services in the amount of \$76,875.09 with PB Americas, Inc. (PB), 451 Vanderbilt Way, Suite 200, San Bernardino, California 92408 for continuing services during construction;
2. Authorize the City Manager to execute said Seventh Amendment to Agreement for Professional Consultant Services with PB;
3. Authorize a Change Order to increase the Purchase Order with PB, in the amount of \$92,250.00 (\$76,875.09 plus 20% contingency) when the Seventh Amendment has been signed by all parties (Account No. 125.89720); and
4. Authorize the Public Works Director/City Engineer to execute any

subsequent related minor amendments to the contract with PB up to, but not exceeding, the contingency amount of \$15,374.91, subject to the approval of the City Attorney.

A.9 ACCEPTANCE OF FY 2011-12 SB 821 GRANT AND FUNDING APPROPRIATION FOR CITYWIDE PEDESTRIAN ENHANCEMENTS PROJECT (Report of: Public Works Department)

Recommendation:

1. Accept the Riverside County Transportation Commission (RCTC) SB 821 Bicycle and Pedestrian Facilities Program grant award of up to \$75,000 in funds for the Citywide Pedestrian Enhancements project.; and
2. Authorize the \$75,000 revenue and expense appropriation in SCAG Article 3 (Fund 122) funds for the construction costs and reimbursement of the Citywide Pedestrian Enhancements project.

A.10 FOURTH AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF MORENO VALLEY AND COUNTY OF RIVERSIDE (Report of: Police Department)

Recommendation:

Adopt the Fourth Amendment to the Agreement for Law Enforcement Services and authorize the Mayor to sign the document.

A.11 ACCEPTANCE OF GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE – MUNICIPAL SPAY-NEUTER GRANT FUND PROGRAM (Report of: Financial & Administrative Services Department)

Recommendation:

Receive and accept a grant award in the amount of \$15,000 from the California Department of Food & Agriculture for the purpose of providing low to no cost spaying and neutering of dogs and cats owned by individuals residing in the City.

A.12 APPROVAL OF A RESOLUTION IMPLEMENTING A VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) TRUST, AND TERMINATING THE EXISTING VEBA TRUST. (Report of: Human Resources Department)

Recommendation:

Adopt Resolution No. 2011-99, implementing a Voluntary Employee Beneficiary Association (VEBA) Trust, transferring the assets from the existing VEBA trust to the new California Government Voluntary

Employees Beneficiary Association (CALGOVEBA) Trust, and terminating the existing VEBA trust.

Resolution No. 2011-99

A Resolution of the City Council of the City of Moreno Valley, California, Approving Participation in the California Government Voluntary Employee Beneficiary Association (Calgoveba) Trust

- A.13 PM 35859 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF NANDINA AVENUE BETWEEN PERRIS BOULEVARD AND KNOX STREET FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM SEPTEMBER 28, 2011 – DECEMBER 28, 2011; DEVELOPER: FIRST INDUSTRIAL, L.P. A DELAWARE LIMITED PARTNERSHIP, EL SEGUNDO, CA. 90245 (Report of: Community and Economic Development Department)

Recommendation:

1. Authorize a full road closure of Nandina Avenue from Perris Boulevard to Knox Street for the construction of street improvements from September 28, 2011 – December 28, 2011; and
2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- B.2 MINUTES - REGULAR MEETING OF SEPTEMBER 13, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

- B.3 AUTHORIZATION TO ENTER INTO INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICE OF NUTRITIONAL SNACKS TO THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM (Report of: Parks and Community Services Department)

Recommendation:

1. Award the contract to Family Services Association, 21250 Box Springs Road, Suite 212, Moreno Valley, CA 92557-8712 to supply and deliver nutritional snacks to the 43 After School Education and

Safety Program sites for the balance of the 2011/2012 school year;
and

2. Authorize the Purchasing Manager to execute a purchase order in the amount not to exceed \$440,640 to Family Services Association.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF SEPTEMBER 13, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 ADOPT RESOLUTION ORDERING THE VACATION OF MOTOR WAY BETWEEN AUTO MALL DRIVE AND EUCALYPTUS AVENUE AND TRANSFER THE PROPERTY TO THE REDEVELOPMENT AGENCY - PROJECT NO. 08-89791725 (ALSO LISTED AS ITEM A.7) (Report of: Public Works Department)

Recommendation:

Execute the Acceptance Certification, which will allow the transfer of real property known as Motor Way between Auto Mall Drive and Eucalyptus Avenue from the City of Moreno Valley, a Municipal Corporation to the Community Redevelopment Agency.

Motion to Continue Item C.3 to October 25, 2011 by m/Council Member Robin N. Hastings, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 3-0-2, Council Member William H. Batey II, and Council Member Marcelo Co absent.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments; there being none, public comments were closed.

Motion to Approve Items A.2 through D.2. by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Robin N. Hastings
Approved by a vote of 3-0-2, Council Member William H. Batey II, and Council Member Marcelo Co absent.

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF SEPTEMBER 13, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING REGARDING COUNCILMANIC REDISTRICTING (POWERPOINT PRESENTATION BY DR. ALAN HESLOP, NATIONAL DEMOGRAPHICS CONSULTANT) (Report of: City Clerk's Department)

Recommendation: That the City Council:
Conduct a public hearing to review the four National Demographics Corporation redistricting plans and the citizen-drawn plans of the Councilmanic districts in the City of Moreno Valley.

Motion to Continue Item E.1 to October 11, 2011 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Robin N. Hastings
Approved by a vote of 3-0-2, Council Member William H. Batey II, and Council Member Marcelo Co absent.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
a. Council Member Council Member William H. Batey II report on Riverside County Habitat Conservation Agency (RCHCA)

Report of Council Member William H. Batey II, since he is absent Mayor Richard A. Stewart continued to October 11, 2011.

G.2 MEDIA AND COMMUNICATIONS STRATEGY (Report of: City Manager's Office)

Recommendation: That the City Council:
Approve the proposed Media and Communications Strategy.

Motion to Continue Item G.2 to October 11, 2011 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Robin N. Hastings

Approved by a vote of 3-0-2, Council Member William H. Batey II, and Council Member Marcelo Co absent.

- G.3 ECONOMIC DEVELOPMENT ACTION PLAN UPDATE (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Review the update of activities reflected in the City Council approved Economic Development Action Plan and Action Steps adopted to make Moreno Valley a Best Place to do Business.

Mayor Richard A. Stewart opened the agenda item for public comments, which were received by Daryl Terrell.

- G.4 INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 10.02.100 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE MANDATORY SPAY AND NEUTER OF DOGS AND CATS (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

Introduce Ordinance No. 833 for first reading and schedule adoption of the Ordinance for October 11, 2011 whereby the City shall elect to Amend Section 10.02.100 of the City of Moreno Valley Municipal Code relating to the mandatory spay and neuter of dogs and cats.

Ordinance No. 833

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 10.02.100 of the City of Moreno Valley Municipal Code Relating to the Mandatory Spay and Neuter of Dogs and Cats

Motion to Approve Item G.4 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Robin N. Hastings

Approved by a vote of 3-0-2, Council Member William H. Batey II, and Council Member Marcelo Co absent.

- G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

- H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2 .1 ORDINANCE NO. 829 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION PA08-0098 TO CHANGE THE ZONE FROM BUSINESS PARK TO LIGHT INDUSTRIAL FOR A 55 ACRE SITE (ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026) (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 6, 2011, BY A 3-2 VOTE, CO AND MOLINA OPPOSED) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 829

Ordinance No. 829

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application PA08-0098 to Change the Zone from Business Park to Light Industrial for a 55 Acre Site (Assessor's Parcel Numbers 488-330-003 Through -006 and -026)

Motion to Continue Item H.2.1 to October 11, 2011. by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Robin N. Hastings
Approved by a vote of 3-0-2, Council Member William H. Batey II, and Council Member Marcelo Co absent.

- H.2 .2 ORDINANCE NO. 830 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA10-0017 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO CHAPTER 9.05 INDUSTRIAL DISTRICTS (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 6, 2011, BY A 3-2 VOTE, CO AND MOLINA OPPOSED) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Adopt Ordinance No. 830

Ordinance No. 830

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Application PA10-0017 Amending the Municipal Code to Make Changes to Chapter 9.05 Industrial Districts

Motion to Continue Item H.2.2 to October 11, 2011. by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Robin N. Hastings
Approved by a vote of 3-0-2, Council Member William H. Batey II, and Council Member Marcelo Co absent.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

PUBLIC COMMENTS **ON ANY SUBJECT NOT ON THE AGENDA** UNDER THE JURISDICTION OF THE CITY COUNCIL

Deanna Reeder

1. Lawsuit by the City

Adolf Krueger

1. Attended City Council meeting on July 26, 2011; continuing Police Department issues.

Pete Bleckert

1. Black Chamber of Commerce
2. Moreno Valley Chamber of Commerce
3. March Life Care
4. Nason Street Construction

Chris Baca

1. Towing Fees

Jose Chavez

1. Cancellation of Drivers License
2. Fix sidewalks

Daryl Terrell

1. Economic Stimulus Plan

**CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL,
COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT
AGENCY**

Robin L. Hastings

1. Kaiser Groundbreaking
2. Boy Scout Citizen of the Year Dinner - Honoring Paul Cook
 - Thanked the 5-Nations for the honor of Chairperson for the last two years
 - Raised \$22,000 for the Moreno Valley Community Boy Scouts
3. Redistricting
 - Looking for more participation
 - Appreciates those who have submitted public maps for consideration on the redistricting
4. Nason Street Investments and Capital Improvements
 - Asked staff to provide clarification on the difference to what was said and what's being said now concerning this project

Mayor Pro Tem Jesse L. Molina

1. Reported on his recent attendance at the League of California Cities conference in San Francisco, California.
 - Revival in Downtown Parliamentary Procedures for Mayors and Council Members
 - Branding your City using council protocols to build consensus making ethical decisions
 - Signage
 - Ordinances
 - Social Media
 - SB 89 and California Proposition 82 (Important for the State balancing its budget)
 - Smarter Cities are driving growth
 - Property through "Strategic Use"

- Thanked Rick Teichert, Michelle Dawson and the Mayor for showing him around the City of San Francisco

2. Come together as a "Community"; United as a Community - We must all get along

Mayor Richard A. Stewart

1. League of California Cities

- Intense Schedule
- Common General Sessions and Work Sessions
- Staff Sessions
- Attended several sessions on Economic Development
- Branding very interesting
- "Competing" with neighboring cities and at the same time "partnering"

2. Jobs

3. Medical Corridor

4. Redistricting

CLOSED SESSION

Cancelled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:29 p.m. by unanimous informal consent.

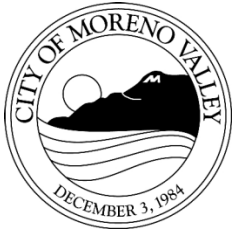
Submitted by:

City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

Mayor Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: October 11, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of September 7 – October 4, 2011.

<i>Reports on Reimbursable Activities</i> September 7 – October 4, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina	9/21/11	League of California Cities Conference
Richard A. Stewart	9/21/11	League of California Cities Conference
	9/28/11	Moreno Valley Chamber of Commerce – Wake-Up Moreno Valley
	10/4/11	Moreno Valley Hispanic Chamber of Commerce Adelante

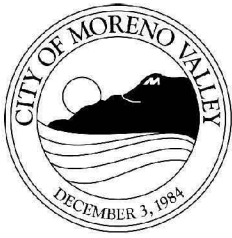
Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: October 11, 2011

TITLE: Approve Moreno Valley Electric Utility Solar Incentive Program Updates.

RECOMMENDED ACTION

Staff recommends the City Council:

- 1) Approve the revised Net Energy Metering Agreement (NEM) for the Moreno Valley Electric Utility (MVU) Solar Incentive Program
- 2) Approve the appropriation of \$200,000 from the MVU Public Purpose Program Fund for customer rebates, consulting services, marketing and engineering expenses directly related to the MVU Solar Electric Incentive Program.

BACKGROUND

California Senate Bill No. 1 (SB 1), (Murray, Chapter 132, Statutes of 2006) was signed into law in August 2006. The bill edits Division 15 of the Public Resources Code, amends Section 2827, and adds to Sections 387.5 and 2851 to the Public Utilities Code relating to solar electricity. This bill is designed to encourage the development and use of solar energy and to provide information to the public concerning solar devices.

The history of City Council approved solar program measures include: Resolution 2007-146 on December 11, 2007, establishing a Solar Incentive Program for Moreno Valley Electric Utility; the MVU 2008 Solar Special Program on August 26, 2008, which further defined the program (one of the features of the program was the introduction of the Net Energy Metering Interconnection Agreement); and the amendments to the Solar Incentive Program on May 24, 2011, which included the definition of the minimum and maximum installation size that meets program requirements, and the definition of the cut-off between the Expected Performance Based Buy down (EPBB) incentives, and the Performance Based Incentive (PBI).

DISCUSSION

MVU's Solar Incentive Program is intended to meet the requirements of the California Solar Initiative and SB 1. The program has been funded by Public Purpose funding which City Council formally adopted on January 13, 2004. The Program amendments have reflected the ongoing changes being made at the State Legislative Level, and the California Energy Commission (CEC).

California Assembly Bill 920 (AB 920) was approved in 2009 and requires electric utilities to offer eligible customers with solar photovoltaic electric generating systems to receive compensation for net surplus electricity generated. The "Net Energy Metering Interconnection Agreement For Solar Electric Generating Facilities With Moreno Valley Electric Utility" has been updated to reflect this change.

The FY 2011/2012 budget for Public Purpose Programs for MVU was based on historical information regarding customer applications for the Solar Electric Incentive Program. Between the program being approved in December 2007 and November 2010 there were 2 applications for rebates for solar generation. The rebates totaled less than \$30,000. For the period starting December 2010 to the present, there have been 13 applications for rebates totaling just under \$200,000. The budget was set at \$100,000 for FY 2011/2012. The current year's budget was exceeded in July 2011. There are sufficient funds in Public Purpose Programs to increase the budget to \$300,000. The program will be suspended for the remainder of FY 2011/2012 if and when the rebates approach the new maximum.

ALTERNATIVES

1) Approve the updated Moreno Valley Electric Utility (MVU) Solar Incentive Program, with the updated *Net Energy Metering Interconnection Agreement For Solar Electric Generating Facilities* and the increase in the FY 2011/2012 budget for Public Purpose Programs for MVU to enable more rebates for solar electric generation customers of MVU.

2) Do not approve the updated Moreno Valley Electric Utility (MVU) Solar Incentive Program, with the updated *Net Energy Metering Interconnection Agreement For Solar Electric Generating Facilities* and the proposed budget increase for Public Purpose Programs for FY 2011/12 which would suspend the MVU Solar Electric Incentive Program immediately. *This would result in the locally owned public utility (MVU) possibly not meeting the State requirements regarding SB1 and AB 920.*

FISCAL IMPACT

The FY2011/12 budget for Public Purpose Programs will be increased by \$200,000. The Public Purpose Program is required by existing law, and MVU has existing funds set aside, and continues to collect PPP funds as required.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:

The proposed actions help to create a positive environment for development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS/EXHIBITS

Attachment "A" - Net Energy Metering Interconnection Agreement For Solar Electric Generating Facilities With Moreno Valley Electric Utility

 Prepared By
 Michelle Pierce
 Electric Utility Program Coordinator

 Department Head Approval
 Chris A. Vogt, P.E.
 Public Works Director/City Engineer

 Concurred By
 Jeannette Olko
 Electric Utility Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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**Net Energy Metering Interconnection Agreement
For Solar Electric Generating Facilities
With Moreno Valley Electric Utility**

This Net Energy Metering Interconnection Agreement for Solar Electric Generating Facilities (“Agreement”) is made and entered into by and between _____ (“Customer”) and the City of Moreno Valley Electric Utility (“MVU”).

1. APPLICABILITY

This Agreement is applicable only to customers who satisfy all requirements of the definition of an “Eligible Customer-Generator” as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement. Customer represents that Customer is an Eligible Customer-Generator.

2. DESCRIPTION OF CUSTOMER'S SOLAR ELECTRIC GENERATING FACILITY

2.1 Customer elects to interconnect and operate a solar electrical generating facility, with a capacity of not more than 1,000 kW that is located on Customer’s owned leased or rented premises (“Generating Facility”) in parallel with MVU’s electric grid.

2.2 Customer represents that the Generating Facility is intended primarily to offset part or all of the Customer’s own electrical requirements at the premises listed below:

Customer name _____

Physical address/Installation address: _____

Billing address of Customer: _____

Account Number: _____

Customer Phone number: _____

Photovoltaic (“PV”) Nameplate Rating: _____ kW

3. INTERRUPTION OR REDUCTION OF DELIVERIES

3.1 MVU shall not be obligated to accept or pay for, and may require Customer to curtail, interrupt or reduce, deliveries of available energy from its Generating Facility (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of MVU's system, or (b) if MVU determines in its sole discretion that such curtailment, interruption, or reduction is convenient or necessary due to emergency, forced outage, force majeure, or compliance with prudent electrical practices.

3.2 Whenever reasonably possible, MVU shall give Customer reasonable notice of the possibility that curtailment, interruption or reduction of such deliveries may be required.

3.3 Notwithstanding any other provision of this Agreement, if at any time MVU determines that either (a) the Generating Facility or its operation may endanger the health, safety or welfare of MVU personnel, any person or the public, or (b) the continued operation of the Generating Facility may endanger the integrity of MVU's electric system, any property or the environment, MVU shall have the right to enter onto Customer's premises and disconnect Customer's Generating Facility from MVU's system. Customer's Generating Facility shall remain disconnected until such time as MVU is satisfied that the condition(s) referenced in (a) and (b) of this Subsection 3.3 have been corrected.

4. INTERCONNECTION

4.1 Customer shall deliver the available energy to MVU at the Required Meter (as defined in Subsection 6.1 below) located on the Customer's premises.

4.2 Customer shall not commence parallel operation of the Generating Facility until Customer receives written approval from MVU's Authorized Representative. MVU's Authorized Representative shall provide such written approval within ten (10) working days from MVU's receipt of a copy of the final inspection or approval of the Generating Facility that has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.

4.3 MVU shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. Customer shall notify MVU in accordance with the terms of Section 15, herein, at least five days prior to such inspection.

5. CUSTOMER REQUIREMENTS

5.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and permits.

5.2 Customer shall conform to all applicable solar electrical generating system safety and performance standards established by the National Electrical Code (“NEC”), the Institute of Electrical and Electronics Engineers (“IEEE”), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories, applicable building codes, and to all applicable Moreno Valley Utility Electric Rules, as may be amended from time to time.

5.3 Customer shall install a visible disconnect switch for the Generating Facility . The disconnect switch shall be lockable in the open position and directly accessible to MVU employees at all times. Disconnect shall be installed in close proximity to, or no more than eight (8') feet from MVU’s electric meter.

6. REQUIRED METER

6.1 In accordance with MVU’s published Electrical Rules and Rates, MVU shall own, operate and maintain on Customer’s premises a single meter capable of registering the flow of energy in two directions (“Required Meter”).

6.2 If the existing electrical meter of Customer is not capable of measuring the flow of energy in two directions, MVU shall be responsible for the costs of its purchase and installation.

6.3 An additional meter or meters to monitor the flow of energy in each direction may be installed with the consent of Customer, at the expense of MVU, and the additional metering shall be used only to provide the information necessary to accurately bill or credit Customer pursuant to Section 11 below, or to collect solar electric generating system performance information for research purposes.

6.4 If an additional meter or meters are installed, the Net Energy Metering (as defined in Subsection 11.1 below) calculation shall yield a result identical to that of a single meter.

7. MAINTENANCE AND PERMITS

Customer shall (a) maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to Section 4, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities. Customer

shall reimburse MVU for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility.

8. ACCESS TO PREMISES

MVU may enter Customer's premises (a) to inspect, at reasonable hours, Customer's protective devices and read or test meters, and (b) to disconnect, without notice, the interconnection facilities if, in MVU's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, MVU's facilities, or property of others from damage or interference caused by Customer's Generating Facility or lack of properly operating protective devices.

9. INDEMNITY AND LIABILITY

9.1 Except as to MVU's negligence or willful misconduct, Customer shall defend, indemnify and hold harmless the MVU, its officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including without limitation any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, expense, or attorneys' fees) for injury or death to any person, and damage to property, including without limitation property of either Party, arising out of or in connection with (a) any act or omission in the engineering, design, construction, destruction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facility, (b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility, or (c) the Generating Facility.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. INSURANCE

10.1 To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. MVU shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation.

10.2 If Customer meets the standards and rules set forth in Section 5, Customer shall not be required to purchase any additional liability insurance over and above that referenced in Subsection 10.1.

10.3 Prior to MVU's execution of this Agreement, Customer shall provide MVU with evidence of Customer's compliance with the requirements of this section.

11. RATES AND BILLING

11.1 All rates charged will be in accordance with Customer's otherwise applicable tariff (rate schedule), as in effect from time to time, on a Net Energy Metering basis. "Net Energy Metering" means measuring the difference between the energy supplied through the electric grid to the Customer and the energy generated by Customer's Generating Facility and fed back to the electric grid over a twelve-month period.

11.2 Customer's otherwise applicable tariff (rate schedule) or "OAT" means the rate schedule in MVU's published Electric Rules and Rates that would otherwise apply to Customer from time to time for electrical services to the premises, provided that Customer's OAT shall not include Rate Schedule NEM.

11.3 Customer is responsible for paying all charges in its OAT including the minimum charges (including service, customer, reliability, or demand charges), when applicable, regardless of Customer's monthly or annual net generation.

11.4 Customer is subject to any new or additional charge(s) that may be imposed by MVU on the other customers in the rate class to which Customer would otherwise be assigned.

11.5 Customer's twelve-month period, as set forth in Subsection 11.1 herein, shall commence with the Customer's regularly scheduled meter read date following the date of final interconnection.

11.6 If Customer's OAT is the Residential or General Service Rate, the following provisions apply:

11.6.1 The annualized Net Energy Metering calculation shall be made by measuring the difference between the energy supplied to Customer and the energy generated by Customer and fed back to MVU's grid over a twelve-month period. At the end of each twelve-month period, and at each anniversary date thereafter, MVU shall determine if Customer was a net consumer or a net generator of energy during the twelve-month period. In the event the energy supplied by MVU during the twelve-month period exceeds the energy generated by Customer during that same period, Customer is a net energy consumer.

11.6.2 If Customer is a net energy consumer, MVU will bill Customer for the net energy consumed during the twelve-month period based on

Customer's OAT and Customer shall pay for such net energy consumed annually.

11.7 If Customer's OAT is a Large General Service, Industrial or Agricultural Rate the following provisions apply:

11.7.1 The annualized Net Energy Metering calculation shall be made by measuring the difference between the energy supplied to Customer and the energy generated by Customer and fed back to MVU's grid over a twelve-month period. Additionally, at the end of each billing period, MVU shall determine if Customer was a net consumer or a net generator of energy. In the event the energy supplied by MVU to Customer during the preceding billing period exceeds the energy generated by Customer during that same billing period, Customer is a net energy consumer.

11.7.2 If Customer is a net energy consumer, MVU will bill Customer for the net energy consumed during such billing period based on Customer's OAT and Customer shall pay for such net energy consumed monthly in accordance with Customer's monthly billing statement and the Electric Rules.

11.8 If Customer's OAT employs "time of use" rates, any net energy consumed monthly shall be calculated according to the terms of the OAT. When Customer is a net generator during any discrete time of use period over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as MVU would charge for retail kilowatt-hour sales during that same time of use period. If Customer's time of use electrical meter is unable to measure the flow of energy in two directions, the provisions of Section 6 shall apply.

11.9 If Customer's OAT employs "tiered" rates, any net energy consumed monthly shall be calculated according to the terms of the OAT. When Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as MVU would charge for the same tiered quantity of energy during that billing period.

12. CUSTOMER PAYMENT SCHEDULE FOR NET ENERGY GENERATION

12.1 MVU shall provide Customer with Net Energy Metering consumption and generation information on a monthly basis. Such monthly update shall include the current accrued balance owed to MVU for Net Energy Metering charges, or current accrued credits for Net Energy Metering generation, whichever applies.

12.2 If the energy generated exceeds the energy consumed by the Customer, the Customer is a net energy generator. If Customer is a net generator of energy over a normal billing period, any excess kilowatt-hours generated during the

billing period shall be carried forward as a kWh credit to the following billing period (until the end of the Customer's twelve-month period).

12.3 At the end of each twelve-month period, the following provisions apply:

12.3.1 MVU shall retain any net surplus energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC"), and Customer's monetary value shall be reset to zero for the subsequent twelve-month period. No payment will be made to Customer for the excess energy delivered to MVU's grid, unless Customer elects a compensation option in Subsection 12.3.3.

12.3.2 Customer may be eligible for net surplus energy compensation. The Customer's net surplus energy compensation shall be calculated over a twelve-month period beginning with the Customer's regularly scheduled meter read date at the start of their next 12 month billing cycle.

12.3.3 At the end of the twelve-month period, upon certification by the Customer that they have sole ownership of the environmental attributes and REC associated with the energy generated from the Generating Facility in accordance with Subsection 12.3.5, Customer may receive net surplus energy compensation for net surplus energy by affirmatively electing one of the following methods (Please initial just one):

A. *Receive compensation based on an annual time differentiated per kilowatt-hour rate for net surplus energy generated during the prior twelve-month period.*

B. *Receive the net surplus energy as a kilowatt-hour credit calculated using the net surplus energy compensation rate and applied against future billing periods.*

(Please initial) By making this election, I also agree that all environmental attributes and REC associated with the kilowatt-hours generated shall be the property of MVU.

12.3.4 Affirmative elections remain effective for each twelve-month period following the execution of such election. Customers are eligible to revise their net surplus energy compensation elections by giving written notice to MVU at least thirty-days prior to the beginning of each succeeding twelve-month period.

12.3.5 Customer hereby certifies that they have sole ownership of the environmental attributes and REC associated with the energy generated from the Generating Facility. For Customers who elect to receive net surplus energy compensation based on a per kilowatt-hour

rate in accordance with Subsection 12.3.3, the environmental attributes and REC associated with the kilowatt-hours in which the Customer received net surplus energy compensation at the per kilowatt-hour rate shall be the property of MVU. Customer hereby transfers to MVU all rights, title, and interest Customer has to such environmental attributes and REC. Customers who elect to receive net surplus energy compensation based on a per kilowatt-hour credit calculated using the net surplus energy compensation rate and applied in accordance with Subsection 12.3.3 may elect to transfer to MVU all rights, title, and interest Customer has to such environmental attributes and REC.

12.4 If Customer terminates service under this Agreement prior to the end of any twelve-month period, MVU shall reconcile Customer's energy consumed and generated following the last reconciliation, according to the requirements set forth in this Agreement, except that those requirements shall apply only to the months since the most recent twelve-month bill.

12.5 Rate Schedule—NEM, in effect on the effective date of this Agreement and as established by MVU through The City of Moreno Valley's City Council from time to time, is incorporated into this Agreement as though set forth herein in full. This Agreement is the Standard Contract—NEM referenced in Rate Schedule-NEM.

13. GOVERNING LAW, VENUE

This Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of California as if executed and to be performed wholly within the State of California, without regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Agreement shall be brought only in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county.

14. MODIFICATIONS, WAIVER, INTERPRETATION

14.1 No amendment or modification to this Agreement shall be effective unless in a writing duly executed by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

14.2 This Agreement shall supersede any existing agreement with MVU under which Customer is currently operating the Generating Facility identified in Section

2, herein, and any such agreement shall be deemed terminated as of the effective date of this Agreement.

14.3 This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

14.4 Except as expressly modified herein, MVU's published Rates and Rules as adopted from time to time by MVU shall continue to be applicable to MVU's provision of electrical service to Customer.

15. NOTICES

All written notices shall be directed as follows:

Electric Utility Division Manager
Moreno Valley Electric Utility
Public Works Department
14325 Frederick Street, Suite 9
P.O. Box 88005
Moreno Valley, CA 92552-0805

16. TERM AND TERMINATION OF AGREEMENT

16.1 This Agreement shall become effective on the date this Agreement is duly executed by both Parties as set forth in Section 18 below, and shall continue in full force and effect until terminated as provided herein.

16.2 This Agreement shall terminate on the earliest to occur of:

16.2.1 The thirtieth day after Customer gives MVU prior written notice of termination with or without cause in accordance with Section 14; or

16.2.2 The date both Parties agree in writing to terminate this Agreement;
Or

16.2.3 The first day after MVU gives Customer written notice of termination for cause, provided that MVU shall first have given Customer written notice of Customer's breach of this Agreement and within thirty days of MVU's sending notice of such breach, Customer fails to cure such breach or, if such breach requires more than thirty days to cure, Customer fails to promptly commence cure of such breach and diligently prosecute such cure to completion; or

16.2.4 The date MVU is no longer the electric supplier to Customer's premises; or

16.2.5 The date changes to Customer's electric load, or other circumstances, cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement.

16.3 After termination of this Agreement, any electric service provided by MVU to Customer shall be pursuant to and in accordance with Customer's OAT.

17. ASSIGNMENT PROHIBITED

Customer understands and agrees that this Agreement is personal to Customer and that Customer shall not assign or transfer in any way all or any portion of this Agreement to any other person or entity of any kind. Any attempt by Customer to assign or transfer in any way all or any portion of this Agreement shall be void.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused **TWO ORIGINALS** of this Agreement to be executed by their duly authorized representatives on the dates set forth below.

This Agreement is effective as of the latter of the dates set forth below.

Moreno Valley Electric Utility

By: _____
Jeannette Olko
Electric Utility Division Manager

Date: _____

Customer: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

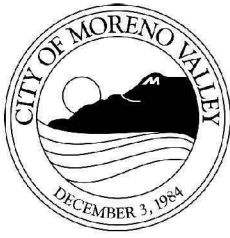
Date: _____

Exhibit “A”

SUBMITTALS REQUIRED:

1. Building Permit
2. Electric Single Line Diagram
3. Site Plan
4. Solar System Electric Specifications
5. Electric Inverter Drawings

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APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: October 11, 2011

TITLE: ANNUAL AGREEMENTS FOR SERVICES WITH THE CHAMBERS OF COMMERCE

RECOMMENDED ACTION

Staff recommends that the City Council review and approve the annual Agreements for Services the Moreno Valley Chamber of Commerce, and the Moreno Valley Hispanic Chamber of Commerce.

BACKGROUND

A chamber of commerce provides the important role of acting as a liaison between city government and the business community. A local chamber of commerce can help enhance a city's economic development efforts by actively working with the business community on a variety of retention and business support activities.

In Moreno Valley, there are three chambers of commerce – the Moreno Valley Chamber of Commerce (MVCC), the Moreno Valley Hispanic Chamber of Commerce (MVHCC), and the Moreno Valley Black Chamber of Commerce (MVBCC). City funding, through an annual Agreement of Services, is provided in exchange for a variety of specified business outreach services and special programs that improve the overall business climate in Moreno Valley.

The MVCC started receiving annual funding of \$24,000 from the City in FY 1999/2000 (in the mid to late 1990's the MVCC worked with the City on a number of specific projects, but had not established annual funding arrangements). The MVHCC obtained \$6,000 in annual funding from the City starting in FY 2000/01. The difference in funding level between the two Chamber's was in recognition of the MVCC's larger membership and the many special programs the MVCC performed including being the liaison with March ARB, co-sponsoring the Leadership Moreno Valley program, preparing a City

Map, operating a City Visitor Information Center at the Moreno Valley Mall, and managing the Master Community Calendar of Events. In FY 2000/01, the City formalized its relationship with the MVCC and the MVHCC by entering into an annual contract – an Agreement for Services. This is a common practice for cities and chambers in California. In FY 2005/06, the City entered into an annual Agreement for Services with the MVBCC with an established funding amount of \$6,000. In FY2010/2011, the MVBCC opted out of a contractual agreement with the City of Moreno Valley.

Five years ago, the City increased overall funding to the chambers by providing two complimentary uses of the Conference and Recreation Center (CRC) for programs. The use of the City facilities improved the quality of programs and enhanced the marketing of the CRC.

DISCUSSION

In FY 2010/2011, the City of Moreno Valley provided the following financial compensation to the Chambers of Commerce:

Chamber	Annual Contribution
Moreno Valley Chamber of Commerce	\$24,000 plus two complimentary 5-hour ballroom rentals.
Moreno Valley Hispanic Chamber of Commerce	\$ 6,000 plus two complimentary 5-hour ballroom rentals.

Proposed compensation to the MVCC and MVHCC for FY 2011/2012 reflects a 33% net reduction by the City of Moreno Valley because of the adopted Deficit Elimination Plan (DEP):

Chamber	Annual Contribution
Moreno Valley Chamber of Commerce	\$18,090.00
Moreno Valley Hispanic Chamber of Commerce	\$ 6,030.00.

Before moving forward with renewing contracts for FY 2011/2012, the Community & Economic Development Department staff met with executives from the respective Chambers to discuss their respective scopes of work and identify opportunities for the Chambers to further cooperate in working together to enhance business services and business opportunities in the community.

Staff also discussed the necessity for reductions in compensation because of the DEP. Because of the current economy and measures taken to reduce its structural deficit, funds available for business support were impacted by a 33% reduction in the net value

of the 2010/2011 contract. In an effort to achieve the budget target established with the DEP, the “in kind” use of the Conference and Recreation Center has been discontinued.

Emphasis continues to be placed on the importance of the “Shop MoVal” program by the City, along with support by each Chamber as the point of contact and resource for the local business community. The proposed changes to the scopes of work for each chamber are similar (please refer to Exhibits A and B for the full text of each chamber’s scope of work):

ALTERNATIVES

1. Approve the renewal of the Agreement for Services with the two chambers of commerce as proposed per the established funding levels specified in the adopted DEP.

Staff recommends this alternative because the renewal of the Agreements as proposed properly compensates each chamber commensurate with their respective proposed scopes of work, along with adherence to the DEP.

2. Reject the renewal of the Agreements and direct staff to pursue changes to the Agreement for Services.

FISCAL IMPACT

As part of the FY 2011/2012 Agreements for Services, City staff recommends adopting the following “Schedule of Compensation” for services rendered. This type of format clearly spells out the service delivery established through the contractual relationship between the City and the respective chambers of commerce.

CHAMBERS OF COMMERCE

COMPENSATION

<u>TYPE OF SERVICE</u>	<u>MVCC</u>	<u>MVHCC</u>
<input type="checkbox"/> Basic Business Support and Retention Services	8,000*	3,530
<input type="checkbox"/> Participation in 2 Mega Mixers/Business Roundtable Program	1,500	1,500
<input type="checkbox"/> Existing Expanded Program Items (March ARB liaison, Visitor Info Center, Leadership Moreno Valley, Map, and manage master Community Calendar)	7,590**	N/A
<input type="checkbox"/> Shop MoVal	1000	1000
Total	\$18,090	\$6,030

CITY COUNCIL GOALS

Positive Environment: Create a possible environment for the development of Moreno Valley’s future.

SUMMARY

The City contracts with two of the three chambers of commerce for business support services. Through the Agreements for Services, the City compensates the Moreno Valley Chamber of Commerce, and the Moreno Valley Hispanic Chamber of Commerce for a variety of specified services. To more effectively provide support services to the business community and enhance the vitality of the City of Moreno Valley, staff proposes adding two new additional opportunities for the three chambers to assist the business community.

ATTACHMENTS/EXHIBITS

- Exhibit A: Proposed FY 2011/12 Agreement and Scope of Services for the Moreno Valley Chamber of Commerce.

- Exhibit B: Proposed FY 2011/12 Agreement and Scope of Services for the Moreno Valley Hispanic Chamber of Commerce.

Prepared By:
Shanna Palau
Management Analyst

Department Head Approval:
Barry Foster
Community & Economic Development
Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

**CITY OF MORENO VALLEY
AGREEMENT FOR SERVICES**

This Agreement is made and entered into as of the 1st day of July 2011 by and between the CITY OF MORENO VALLEY, a municipal corporation of the State of California, hereinafter referred to as "the City", and MORENO VALLEY CHAMBER OF COMMERCE, hereinafter referred to as "the Chamber", and

WITNESSETH AS FOLLOWS:

1. RECITALS:
 - (a) The City desires to retain the Chamber on the basis set forth herein to perform the services described in Exhibit A attached hereto and hereby incorporated by reference.
 - (b) The Chamber is ready, willing, and able to supply such services; and
2. SCOPE OF SERVICES: Under the direction of the Community & Economic Development Director, or other designee of the City Manager, the Chamber shall provide said services as more specifically described in Exhibit A attached hereto and incorporated herein by this reference. During the period of the Agreement, the City, through the Community & Economic Development Director, may revise the scope of services by meeting and consulting with the Chamber.
3. CONDITIONS:
 - (a) Upon prior approval and request of the City Manager and his or her designee, the Chamber shall work during such hours as may be necessary to provide the approved and requested services. The Chamber may determine when such hours will be worked, and may vary such hours from time to time within the Chamber's sole discretion, provided that the goals and objectives of the City are not thereby impeded or disrupted.
 - (b) During the term of this Agreement, the Chamber shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of the Chamber's duties under this Agreement.
4. COMPENSATION: For services rendered pursuant to this Agreement, payment of grant monies shall be made quarterly in equal payments in advance of each calendar quarter to the Chamber for the services identified in Exhibit A, Scope of Services and initialed in Exhibit B, Menu of Services, not to exceed \$18,090 annually. Payment shall be made upon receipt of an invoice. The Chamber shall also receive a complimentary business license list each quarter.

**AGREEMENT FOR SERVICES FY 2011/2012
Moreno Valley Chamber of Commerce**

5. TERMS OF AGREEMENT: This Agreement shall be in effect as of July 1, 2011 and continue through June 30, 2012, unless terminated by either party as provided in Section 6 below. The term of this Agreement may be renegotiated upon mutual consent of the parties.
6. TERMINATION: This Agreement may be terminated at any time by either party hereto without fault on the part of the other party. Notice of termination shall be given in writing and may be delivered personally or by mail as follows:

CITY

Community & Economic
Development Director
Economic Development Department
City of Moreno Valley
P. O. Box 88005
Moreno Valley, CA 92552-0805

CHAMBER

Executive Director
Moreno Valley Chamber of Commerce
12625 Frederick Street, E-2
Moreno Valley, CA 92553

7. INDEPENDENT CONTRACTOR: It is understood and agreed that the Chamber and any subcontractors hired by the Chamber are, and at all times shall be, independent contractors and nothing contained herein shall be construed as making the Chamber or any individual whose compensation for services is paid by the Chamber, an agent or employee of the City, or authorizing the Chamber to create or assume any obligation or liability for or on behalf of the City.
8. ADMINISTRATION OF CONTRACT:
 - (a) City hereby appoints the Community & Economic Development Department Director, or his or her designee, as the City representative in the administration of this Agreement.
 - (b) The Chamber hereby appoints the Chamber Executive Director as the Chamber's representative in the administration of this Agreement.
9. TIME: The Chamber shall devote such time to the performance of services pursuant to this Agreement as may be necessary for satisfactory and timely performance of the Chamber's obligations pursuant to this Agreement.
10. INDEMNIFICATION AND HOLD HARMLESS. The Chamber agrees to protect, defend, indemnify, and hold the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, and their employees, agents, officers, and volunteers free and harmless from any and all losses, claims, liens, demands, and causes of action of

**AGREEMENT FOR SERVICES FY 2011/2012
Moreno Valley Chamber of Commerce**

every kind and character occurring or in any way in connection with or arising, directly or indirectly, out of this Agreement, including injury to the Chamber's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claim to be caused by the negligent acts of the Chamber, its agents or employees, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, their agents or employees.

11. INSURANCE:

Insurance Requirements. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability: The Chamber agrees to procure and maintain general liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Chamber or any person acting for the Chamber or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Chamber or any person acting for the Chamber or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

A combined single limit for bodily injury and property damage liability of \$2,000,000 shall be considered equivalent to the above minimum limits. The amounts of such insurance shall not be deemed a limitation of the Chamber's agreement to save and hold the City harmless, and if the City becomes liable for an amount in excess of the insurance, the Chamber will save and hold the City harmless from the whole thereof. The coverage(s) provided pursuant to this Agreement shall be primary insurance and not contributory with any other insurance.

Workers' Compensation: The Chamber or any subcontractors hired by the Chamber shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which

**AGREEMENT FOR SERVICES FY 2011/2012
Moreno Valley Chamber of Commerce**

shall indemnify, insure and provide legal defense for the Chamber and the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Chamber or the Chamber's subcontractor in the course of carrying out the Agreement.

Evidence of Insurance: One or more Certificates of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley ("RDA"), and the Moreno Valley Community Services District ("CSD"), their officers, employees, directors, agents, and volunteers are included as additional insured under this policy and the coverage(s) provided under this policy shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy."

Notice to City, Insurance Coverage Change: The terms of the insurance policy or policies issued to provide the above insurance coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Chamber shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

12. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, the Chamber will not unlawfully discriminate against subcontractor, employee or applicant for employment because of race, color, age, religion, sex, national origin, or physical handicap. The Chamber will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, religion, sex, national origin, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

**AGREEMENT FOR SERVICES FY 2011/2012
Moreno Valley Chamber of Commerce**

training, including apprenticeship. The Chamber agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause. The Chamber will, in all solicitations or advertisements for employees placed by or on behalf of the Chamber, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or physical handicap. The Chamber will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this Agreement, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.

- 13. CHAMBER NOT AGENT: Except as City may specify in writing, the Chamber shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. The Chamber shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- 14. ASSIGNMENT PROHIBITED: No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 15. ATTORNEY'S FEES: In the event that it becomes necessary for either party to this Agreement to bring a lawsuit or other litigation to enforce any of the provisions of this Agreement, a court of competent jurisdiction may determine and fix reasonable attorney's fees to be paid the prevailing party in the litigation. The venue of any such lawsuit or other litigation may, at the option of the City, be laid in Riverside County, California, and the parties waive any right to change of venue.

IN WITNESS WHEREOF, the City and the Chamber have caused this Agreement to be executed as of the day and date first above written.

CITY OF MORENO VALLEY
By: _____
Title: _____

MORENO VALLEY
CHAMBER OF COMMERCE
By: _____
Title: _____

APPROVED AS TO FORM:

City Attorney

AGREEMENT FOR SERVICES FY 2011/2012
Moreno Valley Chamber of Commerce

Attachments:

1. Approved Certificate(s) of Liability Insurance with Additional Insured Endorsement for the period covered in this Agreement
2. Approved Certificate of Workers' Compensation Insurance

Exhibit A
Moreno Valley Chamber of Commerce
SCOPE OF SERVICES
July 2011 through June 2012

- Article 1 The Moreno Valley Chamber of Commerce (“Chamber”) will continue to sponsor and operate Wake-Up Moreno Valley.
- Article 2 The Chamber will assist the City in its relationship with March Air Reserve Base and keep the City informed of the activities of the Military Affairs Committee.
- Article 3 The Chamber will serve as an information source for businesses seeking opportunities in Moreno Valley, as well as functioning as a visitor and information center.
- Article 4 Chamber will provide a personal welcome to new businesses and offer assistance in contacting governmental agencies.
- Article 5 Chamber will assist Community & Economic Development staff in business retention and small business legislative support; including active participation and coordination of the Business Roundtable, Leadership Moreno Valley, and the Community & Economic Development Department Business Visitation Programs.
- Article 6 Chamber will maintain a master community calendar as part of their Special Events function and keep the City advised on a monthly basis. Included with this calendar will be the specific events and activities of the other local Chambers of Commerce.
- Article 7 The Chamber will maintain their ongoing committees and the services provided through those committees.
- Article 8 Chamber will continue to provide maps of the city, including any updating as necessary.
- The City encourages the chambers of commerce to work in a cooperative manner on a variety of programs aimed at enhancing the business climate in Moreno Valley including the following activities:
- Article 9 Chamber shall cooperate with the Moreno Valley Hispanic Chamber of Commerce to conduct two Mega Mixers annually.
- Article 10 Chamber will increase responsibility and accountability for participation in conducting the Business Roundtable program, including participating in bi-monthly meetings to strategize on invitees for Business Roundtable events.
- Article 11 Chamber shall assist the City in promoting the importance of shopping local businesses to residents through the “Shop MoVal” Program. The Chamber may

AGREEMENT FOR SERVICES FY 2011/2012
Moreno Valley Chamber of Commerce

develop and tailor their specific program for implementation and must utilize the art work provided by the City.

Article 12 Chamber shall designate the City as a major sponsor and/or corporate sponsor with recognition on all sponsor literature and publications.

Article 13 Chamber shall grant the City one position on the Board of Directors or the Corporate board. Any fees related to the designation of these positions are to be included as part of the City's financial commitment.

**AGREEMENT FOR SERVICES FY 2011/2012
Moreno Valley Chamber of Commerce**

**Exhibit B
Moreno Valley Chamber of Commerce
MENU OF SERVICES
July 2011 through June 2012**

<u>TYPE OF SERVICE</u>	<u>Compensation</u>
<input type="checkbox"/> Basic Business Support and Retention Services	\$ 8,000
<input type="checkbox"/> Participation in 2 Mega Mixers/Business Roundtable Program	1,500
<input type="checkbox"/> Existing Expanded Program Items (March ARB liaison, Visitor Info Center, Leadership Moreno Valley, Map, and manage a Master Community Calendar)	7,590
<input type="checkbox"/> Shop MoVal	1,000
Total	\$18,090

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**CITY OF MORENO VALLEY
AGREEMENT FOR SERVICES**

This Agreement is made and entered into as of the 1st day of July 2011, by and between the CITY OF MORENO VALLEY, a municipal corporation of the State of California, hereinafter referred to as "the City", and MORENO VALLEY HISPANIC CHAMBER OF COMMERCE, hereinafter referred to as "the Chamber", and

WITNESSETH AS FOLLOWS:

1. RECITALS:
 - (a) The City desires to retain the Chamber on the basis set forth herein to perform the services described in Exhibit A attached hereto and hereby incorporated by reference.
 - (b) The Chamber is ready, willing, and able to supply such services; and
2. SCOPE OF SERVICES: Under the direction of the Community & Economic Development Director, or other designee of the City Manager, the Chamber shall provide said services as more specifically described in Exhibit A attached hereto and incorporated herein by this reference. During the period of the Agreement, the City, through the Community & Economic Development Director, may revise the scope of services by meeting and consulting with the Chamber.
3. CONDITIONS:
 - (a) Upon prior approval and request of the City Manager and his or her designee, the Chamber shall work during such hours as may be necessary to provide the approved and requested services. The Chamber may determine when such hours will be worked, and may vary such hours from time to time within the Chamber's sole discretion, provided that the goals and objectives of the City are not thereby impeded or disrupted.
 - (b) During the term of this Agreement, the Chamber shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of the Chamber's duties under this Agreement.
4. COMPENSATION: For services rendered pursuant to this Agreement, payment of grant monies shall be made quarterly in equal payments to the Chamber for the services identified in Exhibit A, Scope of Services and initialed in Exhibit B, Menu of Services, not to exceed \$6,030 annually. Payment shall be made upon receipt of an invoice. The Chamber shall also receive a complimentary business license list each quarter.
5. TERMS OF AGREEMENT: This Agreement shall be in effect as of July 1, 2011 and continue through June 30, 2012, unless terminated by either party as provided in Section 6 below. The term of this Agreement may be renegotiated upon mutual consent of the parties.
6. TERMINATION: This Agreement may be terminated at any time by either party hereto without fault on the part of the other party. Notice of termination shall be given in writing and may be delivered personally or by mail as follows:

**AGREEMENT FOR SERVICES FY 2011/12
Moreno Valley Hispanic Chamber of Commerce**

CITY

Community & Economic
Development Director
Economic Development Department
City of Moreno Valley
P. O. Box 88005
Moreno Valley, CA 92552-0805

CHAMBER

President,
Moreno Valley Hispanic
Chamber of Commerce
P.O. Box 246
Moreno Valley, CA 92556

7. INDEPENDENT CONTRACTOR: It is understood and agreed that the Chamber and any subcontractors hired by the Chamber are, and at all times shall be, independent contractors and nothing contained herein shall be construed as making the Chamber or any individual whose compensation for services is paid by the Chamber, an agent or employee of the City, or authorizing the Chamber to create or assume any obligation or liability for or on behalf of the City.
8. ADMINISTRATION OF CONTRACT:
- (a) City hereby appoints the Community & Economic Development Department Director, or his or her designee, as the City representative in the administration of this Agreement.
 - (b) The Chamber hereby appoints the Chamber President as the Chamber's representative in the administration of this Agreement.
9. TIME: The Chamber shall devote such time to the performance of services pursuant to this Agreement as may be necessary for satisfactory and timely performance of the Chamber's obligations pursuant to this Agreement.
10. INDEMNIFICATION AND HOLD HARMLESS. The Chamber agrees to protect, defend, indemnify, and hold the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, and their employees, agents, officers, and volunteers free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character occurring or in any way in connection with or arising, directly or indirectly, out of this Agreement, including injury to the Chamber's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claim to be caused by the negligent acts of the Chamber, its agents or employees, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, their agents or employees.

**AGREEMENT FOR SERVICES FY 2011/12
Moreno Valley Hispanic Chamber of Commerce**

11. INSURANCE:

Insurance Requirements. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

General Liability: The Chamber agrees to procure and maintain general liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Chamber or any person acting for the Chamber or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Chamber or any person acting for the Chamber or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

A combined single limit for bodily injury and property damage liability of \$2,000,000 shall be considered equivalent to the above minimum limits. The amounts of such insurance shall not be deemed a limitation of the Chamber's agreement to save and hold the City harmless, and if the City becomes liable for an amount in excess of the insurance, the Chamber will save and hold the City harmless from the whole thereof.

The coverage(s) provided pursuant to this Agreement shall be primary insurance and not contributory with any other insurance.

Workers' Compensation: The Chamber or any subcontractors hired by the Chamber shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Chamber and the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Chamber or the Chamber's subcontractor in the course of carrying out the Agreement.

Evidence of Insurance: One or more Certificates of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to work done by or on behalf of the named insured for the City of

**AGREEMENT FOR SERVICES FY 2011/12
Moreno Valley Hispanic Chamber of Commerce**

Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley ("RDA"), and the Moreno Valley Community Services District ("CSD"), their officers, employees, directors, agents, and volunteers are included as additional insured under this policy and the coverage(s) provided under this policy shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents, under any third party liability policy."

Notice to City, Insurance Coverage Change: The terms of the insurance policy or policies issued to provide the above insurance coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Chamber shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

12. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, the Chamber will not unlawfully discriminate against subcontractor, employee or applicant for employment because of race, color, age, religion, sex, national origin, or physical handicap. The Chamber will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, religion, sex, national origin, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Chamber agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause. The Chamber will, in all solicitations or advertisements for employees placed by or on behalf of the Chamber, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or physical handicap. The Chamber will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.
13. CHAMBER NOT AGENT: Except as City may specify in writing, the Chamber shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. The Chamber shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. ASSIGNMENT PROHIBITED: No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of

**AGREEMENT FOR SERVICES FY 2011/12
Moreno Valley Hispanic Chamber of Commerce**

any right or obligation pursuant to this Agreement shall be void and of no effect.

15. ATTORNEY'S FEES: In the event that it becomes necessary for either party to this Agreement to bring a lawsuit or other litigation to enforce any of the provisions of this Agreement, a court of competent jurisdiction may determine and fix reasonable attorney's fees to be paid the prevailing party in the litigation. The venue of any such lawsuit or other litigation may, at the option of the City, be laid in Riverside County, California, and the parties waive any right to change of venue.

IN WITNESS WHEREOF, the City and the Chamber have caused this Agreement to be executed as of the day and date first above written.

CITY OF MORENO VALLEY

MORENO VALLEY HISPANIC
CHAMBER OF COMMERCE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Attachments:

Approved Certificate(s) of Liability Insurance with Additional Insured Endorsement for the period covered in this Agreement

Approved Certificate of Workers' Compensation Insurance

Moreno Valley Hispanic Chamber of Commerce
SCOPE OF SERVICES
July 2011 through June 2012

Article 1 The Moreno Valley Hispanic Chamber of Commerce (“Chamber”) will provide participation / sponsorship in the following committees, services, and/or events:

1. Conduct the Cinco de Mayo Fiesta.
2. Participate in the City’s Fourth of July Parade/Celebration, assuming the City conducts a Fourth of July Parade/Celebration in 2012.
3. Celebrate Hispanic Heritage Month - September.
4. Participate in and support the Sister City Program with San Juan de Los Lagos.
5. Sponsor and operate monthly Adelante! Moreno Valley events and Chamber mixers to support Moreno Valley businesses.
6. Conduct an annual Installation Dinner and Recognition of the outstanding member Business of the Year.
7. Cooperate with the Moreno Valley Chamber of Commerce in their production of a master community calendar by providing logistical information about the Moreno Valley Hispanic Chamber of Commerce’s specific events and activities by the 10th day of each month.
8. Support the City of Moreno Valley through operation of the Se Habla Español program, which promotes Moreno Valley’s businesses to Spanish-speaking residents.
9. Facilitate Communication between Hispanic Business Owners and the City.
10. Continue to operate as point of contact for businesses seeking relocation to Moreno Valley.
11. Assist the Community & Economic Development staff with business retention and small business legislative support; including active participation and coordination of the Business Roundtable, and the Economic Development Department’s Business Visitation Program.

The City encourages the chambers to work in a cooperative manner on a variety of programs aimed at enhancing the business climate in Moreno Valley including the following activities:

Article 2 Chamber shall cooperate with the Moreno Valley Chamber of Commerce to conduct two Mega Mixers annually.

Article 3 Chamber will increase responsibility and accountability for participation in conducting the Business Roundtable program, including participating in monthly meetings to strategize on invitees for Business Roundtable events.

Article 4 Chamber shall assist the City in promoting the importance of shopping local businesses to residents through the “Shop MoVal” campaign. The Chamber may develop and tailor their specific program for implementation, but must utilize the art work provided by the City.

AGREEMENT FOR SERVICES FY 2011/12
Moreno Valley Hispanic Chamber of Commerce

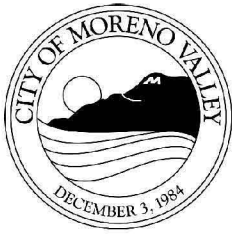
Article 5 Chamber shall designate the City as a major sponsor and/or corporate sponsor with recognition on all sponsor literature and publications.

Article 6 Chamber shall grant the City one position on the Board of Directors or the Corporate Board. Any fees related to the designation of these positions are to be included as part of the City's financial commitment.

**AGREEMENT FOR SERVICES FY 2011/12
 Moreno Valley Hispanic Chamber of Commerce**

**Exhibit B
 Moreno Valley Hispanic Chamber of Commerce
 MENU OF SERVICES
 July 2011 through June 2012**

<u>TYPE OF SERVICE</u>	<u>Compensation</u>
<input type="checkbox"/> Basic Business Support and Retention Services	\$ 3,530
<input type="checkbox"/> Participation in 2 Mega Mixers/Business Roundtable Program	1,500
<input type="checkbox"/> Shop MoVal	1000
Total	\$ 6,030



APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

FROM: Sonny Morkus, Human Resources Director

AGENDA DATE: October 11, 2011

TITLE: APPROVAL OF A SERVICE CONTRACT WITH WELLS FARGO INSURANCE SERVICES TO PROVIDE EMPLOYEES BENEFITS BROKER SERVICES

RECOMMENDED ACTION

Staff and the Finance Sub-Committee recommend that the City Council approve the service contract (Exhibit A) with Wells Fargo Insurance Services Insurance Services for the provision of employees benefits broker services.

ADVISORY BOARD/COMMISSION RECOMMENDATION

“Not applicable.”

BACKGROUND

On March 17, 2011, the Human Resources Department released the Request for Proposals for the City’s Employee Benefits Broker (Exhibit B). The purpose of the Request For Proposals was to examine if there are more cost saving measures that could result from contracting with either the current broker or other interested brokers. The City received proposals from the following five brokers before the 4:00 p.m. deadline on April 14, 2011:

1. Alliant Benefits West - Newport Beach, CA
2. HR Benefits Consulting, Inc. - Riverside, CA
3. Keenan Associates - Riverside, CA
4. One Total Insurance Solution, Inc. – Norco, CA
5. Wells Fargo Insurance Services Insurance Services – Torrance, CA

The Proposals Review Committee comprised of representatives of executive management, Human Resources Department staff and two (2) representatives from

each of the three (3) employees associations met on four separate dates to review, discuss and rate the 5 proposals. A Reference Check on all 5 brokers was completed on June 1, 2011. The Proposals Review Committee members each reviewed and rated the 5 proposals and used the criteria stated in the RFP to rate each broker and its capability to provide employee benefits services for the City employees. The rating sheets from each member were tabulated onto a proposals rating matrix.

DISCUSSION

The Proposals Review Committee expressed that it would make the most sense to maintain Wells Fargo Insurance Services as the City's employees benefits broker because they have already demonstrated their effective and responsive services during the past two years. Their customer service response system is excellent for handling any concern or issue that employees and their dependents bring to their attention through their website based system. The proposal submitted by Wells Fargo Insurance Services (Exhibit C) will be an attachment to the proposed service contract.

On September 14, 2011, the Finance Sub-Committee conducted interviews of the five brokers who submitted proposals to the City. Based on their interviews, the Finance Sub-Committee took action to recommend to the City Council that Wells Fargo Insurance Services be awarded the service contract to serve as the City employees Benefits Broker for the next three years. The Finance Sub-Committee further recommends that the Employees Benefits Committee and Wells Fargo Insurance Services meet to explore options for reducing benefits costs and improving benefits.

ALTERNATIVES

The action of the City Council to approve the attached service contract is consistent with the Fiscal Year 2011/12 MOU's with the three employee associations: Moreno Valley City Employees Association; Moreno Valley Management Association; and Moreno Valley Confidential Management Employees.

FISCAL IMPACT

The approval of the attached service contract will not impact the Fiscal Year 2011/12 City Budget, as the approximate \$32,500 per year of service fees charged by Wells Fargo Insurance Services is collected through a percentage of premiums that Wells Fargo Insurance Services will collect directly from the employees benefits insurance providers.

CITY COUNCIL GOALS

The action of the City Council to approve the attached service contract will contribute to one of the City Council's goals, i.e. "Positive Environment: Create a positive environment for the development of Moreno Valley's future."

NOTIFICATION

The three employees associations have been notified of the staff report and staff recommendation for City Council to approve the attached service agreement. Copies of this staff report were sent to the employees associations and all three concur with the recommended City Council action.

ATTACHMENTS/EXHIBITS

- A. Service Contract for Employees Benefits Broker Services to be provided by Wells Fargo Insurance Services.
- B. Request for Proposals for the City’s Employee Benefits Broker.
- C. Wells Fargo Insurance Service Proposal.

Prepared and Approved By:

Sonny Morkus
Human Resources Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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AGREEMENT FOR PROFESSIONAL
EMPLOYEES BENEFITS BROKER
CONSULTANT SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Wells Fargo Insurance Services USA Inc., a (California corporation) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit B (City's Request for Proposal) and Exhibit C (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

Exhibit A

**AGREEMENT FOR PROFESSIONAL
EMPLOYEES BENEFITS BROKER
CONSULTANT SERVICES**

DESCRIPTION OF PROJECT

1. The Project is described as the City of Moreno Valley employees benefits broker services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on the Attachment A hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on the Attachment 1 hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees that the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$32,500 during any twelve month period, in accordance with the payment terms provided on the Attachment 2 hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on the Attachment 3 in accordance with the schedule set forth in the Exhibit C hereto and incorporated by this reference.

7. The Consultant and the City agree that the schedule in Paragraph 6 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's

**AGREEMENT FOR PROFESSIONAL
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CONSULTANT SERVICES**

requests for extensions of time in which to complete the work required of the Consultant hereunder.

8. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

9. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

10. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

11. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the

**AGREEMENT FOR PROFESSIONAL
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CONSULTANT SERVICES**

Project.

12. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

13. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

14. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to

**AGREEMENT FOR PROFESSIONAL
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CONSULTANT SERVICES**

perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, RDA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

15. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

**AGREEMENT FOR PROFESSIONAL
EMPLOYEES BENEFITS BROKER
CONSULTANT SERVICES**

	<u>General Liability</u>
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, RDA and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their

**AGREEMENT FOR PROFESSIONAL
EMPLOYEES BENEFITS BROKER
CONSULTANT SERVICES**

officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Community Redevelopment Agency, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance

**AGREEMENT FOR PROFESSIONAL
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CONSULTANT SERVICES**

limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

16. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Human Resources Director of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work

**AGREEMENT FOR PROFESSIONAL
EMPLOYEES BENEFITS BROKER
CONSULTANT SERVICES**

without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. Consultant shall be eligible to receive payment of fees from insurance providers within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters

**AGREEMENT FOR PROFESSIONAL
EMPLOYEES BENEFITS BROKER
CONSULTANT SERVICES**

regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

26. All diagrams, charts, drawings, specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided

**AGREEMENT FOR PROFESSIONAL
EMPLOYEES BENEFITS BROKER
CONSULTANT SERVICES**

that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley
Inc.,

Wells Fargo Insurance Services USA

BY: _____
Richard A. Stewart
Mayor

Date

BY: _____
TITLE: _____

Date

BY: _____
TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>
ATTEST: _____ City Clerk
APPROVED AS TO LEGAL FORM: _____ City Attorney _____ Date
RECOMMENDED FOR APPROVAL: _____ Department Head _____ Date

**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$32,500 per twelve month period, and shall be paid based on a percentage of premium fee paid to the Consultant by the insurance providers.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the insurance providers. Any invoice not paid by insurance providers because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit a report to the Human Resources Director at sonnym@moval.org annually for progress of payments received from insurance providers, along with documentation evidencing services completed to date. The payments received by the Consultant from insurance providers is based on percentage fees structures agreed upon between the Consultant and the insurance providers.

Attachment 2

TIME FOR PERFORMANCE

The initial performance period of the Agreement will be from the date the City signs the Agreement through September 30, 2012. The Agreement shall be automatically renewed annually at the beginning of each fiscal year for a period not to exceed five (5) years, provided that insurance provider percentage fee arrangements are agreed upon by both the Consultant and insurance providers, and employees benefits broker consultant service approvals have been granted by the City Council of the City of Moreno Valley, and if no written notice of termination is received by either party.

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REQUEST FOR PROPOSALS (RFP)

For

**Agent /Broker of Record
For the City's Employee Benefit(s) Program**



**CITY OF MORENO VALLEY
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805**

RFP Release Date:

March 17, 2011

Proposal Must be Received Before:

4:00 p.m., Thursday, April 14, 2011

RFP Amendment #1: 02-23-11

Exhibit B

-89-

Item No. A.6

CITY OF MORENO VALLEY

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- Request for Proposal Notice
- Conditions and Stipulations
- Scope of Work to be Performed

II. CITY INFORMATION

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- Summary of Coverage Options

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- Required Contents of Proposal
- Proposal Evaluation

IV. TERM OF AGREEMENT

SECTION I – GENERAL INFORMATION

REQUEST FOR PROPOSAL NOTICE

CONDITIONS AND STIPULATIONS

SCOPE OF WORK TO BE PREFORMED

REQUEST FOR PROPOSAL NOTICE

Notice is hereby given that the City of Moreno Valley will accept Proposals for an Agent(s) of Record for the City's Health Insurance (Medical/Dental/Vision), Life Insurance, Disability Insurance, Section 125 Flexible Spending Accounts, Employees Wellness Program, and Employees Benefits Fairs until 4:00 p.m. on Thursday, April 14, 2011.

All Proposals shall be clearly identified as the Employee Benefits Broker Proposal for the City of Moreno Valley. Ten (10) copies of your Proposal should be forwarded to the City at the following address:

**City of Moreno Valley
Attn: Sonny Morkus, Human Resources Director
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805**

Proposals will be evaluated and the successful agent(s) will be determined and announced at a City Council meeting for which the time and place is yet to be determined. The City reserves the right to reject any or all Proposals, waive formalities, negotiate terms and conditions, and to select the agent and service options that best meet the needs of the City and its employees

During the evaluation process, the City of Moreno Valley reserves the right, where it may serve the City of Moreno Valley's best interest, to request additional information or clarifications from vendors, or to allow corrections of errors or omissions. At the discretion of the City of Moreno Valley, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

Inquiries, clarification, or requests for Proposal by electronic mail should be directed by telephone or e-mail to the following City contact:

**Bridgette Montgomery, Human Resources Analyst
951.413.3044
bridgetm@moval.org**

CONDITIONS AND STIPULATIONS

You are invited to submit your Proposal for the administration of the indicated benefit plans based on the information contained in this Request for Proposal. Firms may choose to be considered for any or all of the following services: the City's Health Insurance (Medical/Dental/Vision), Life Insurance, Disability Insurance, Section 125 Flexible Spending Accounts, Employees Wellness Program, and Employees Benefits Fairs.

Unless a specific note is made to the contrary in your Proposal or a subsequent contract, we will assume that your Proposal conforms to the City's Specifications and an award to you will bind you to comply fully with all of the following Conditions, Stipulations, and Specifications.

General Conditions and Stipulations

- The City reserves the right to accept or reject any or all proposals and to waive formalities and select the agent(s) that best meet the needs of the city and its employees. The City's objective is to select an agent(s) who will provide the best possible service at the best possible cost while meeting the Request for Proposal specifications. The City is not obligated to award the contract based on cost alone. The City reserves the right to designate more than one agent of record for the different coverage options.
- Agent(s) that are awarded the business shall submit an action-plan and timetable for assuming responsibilities to the City within thirty (30) days from when the Council approves the selected agent(s) of record.
- A servicing representative must be available to the City on an on-going basis. Representatives must be available at the all open enrollment meetings during the contract period to explain the plan and enroll City employees in the benefits programs. Representatives must also be available for all plan design and cost containment planning meetings.
- The agent(s) who is selected must be recognized as an agent or apply to be an agent for the Benefit Carriers used by the City.

AGENT SCOPE AND RESPONSIBILITIES

The City of Moreno Valley is engaged in an on-going effort to reduce expenditures, achieve greater efficiencies, and maximize the use of funds in the provision of benefits and wellness education for its 308 career employees with City paid benefits.

The City of Moreno Valley desires the agent to perform the following services:

1. Advise and assist the City in evaluating and selecting among coverage alternatives such as plan coverage's, deductibles, co-payments, out-of-pocket payments, etc.
2. Review coverage documents and invoices to assure coverage has been correctly issued and billed.
3. Advise the City on potential gaps or overlaps in coverage's.
4. Assist the City with reviewing claims data and determining premium impact of any coverage changes.
5. Assist the City as requested in submitting claims and interpreting coverage as applied to claims.
6. Assist with COBRA/HIPAA administration audits, 5500s, forms and questions as needed.
7. Assist the City with Benefit Renewals through ensuring that all providers that meet City needs receive proposals and seek alternative coverage if requested.
8. Assist the City with Benefit Plan Design to contain cost and maximize benefit effectiveness.
9. Assist with setting up the renewals timing schedule annually. Assist with writing, reviewing, analyzing, and presenting Requests for Proposals during renewals. Provide side by side reporting for City review. Prepare and/or review and advise on contract renewals.
10. Coordinate and conduct routine employees benefits fairs and periodic wellness information seminars.
11. Provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.

12. Provide advice on data practice, records retention and privacy issues. Research benefits questions and provide advice to the City as needed.
13. Establish relationships with those providers that will most greatly benefit the needs of the City of Moreno Valley.
14. The successful candidate will be in contact with the City's Human Resources Director and Human Resources Department staff in all matters as they relate to benefit insurance for the City. Said candidate will also be required to address the City Council or City staff as the need arises.
15. Prompt response to questions and requests is an absolute requirement. It is expected that there will be more than one individual within the firm capable of addressing possible concerns of the City.
16. Analyze and report utilization trends and cost. Help to provide management and staff overview education on how best utilize and limit premium increases.

SECTION II – CITY INFORMATION

BACKGROUND INFORMATION

SUMMARY OF COVERAGE OPTIONS

BACKGROUND INFORMATION

The Community

Moreno Valley, a rapidly growing city of over 190,000 residents is located approximately 66 miles east of Los Angeles and is shadowed by the spectacular San Bernardino Mountains. Moreno Valley has become the residential hub for the rapidly expanding Inland Empire and is the second largest city in Riverside County.

Moreno Valley's strong population growth has given it a large retail and service sector. The City's economy also features a growing industrial sector, as well as an expanding medical community that is flourishing around the Riverside County Regional Medical Center and Moreno Valley Community Hospital. The March Air Reserve Base is located adjacent to the City.

The City Government

Moreno Valley was incorporated as a General Law City in 1984, merging the communities of Moreno, Sunnymead and Edgemont. The City abides by a Council/Manager form of government and has a five-member City Council comprised of members elected by district. Each Council Member is elected for four years with staggering terms.

The City has a committed, customer-service oriented workforce of over 308 career and hundreds of temporary employees, who provide a wide-range of municipal services including public works, economic development, redevelopment, community development, parks and community services, and library services. Police and fire services are provided through contract with Riverside County.

The City's fiscal year 2011-12 operating budget includes a \$83.4 million general fund budget. Due to a deficit in the revenues coming to the City, every City department is identifying and analyzing areas where expenditures may be reduced and greater efficiencies achieved.

SUMMARY OF COVERAGE OPTIONS

The following is the employee's benefits policy that are currently in place and subject to the current Meet & Confer process regarding the FY 2011/12 successor Memorandum of Understanding with three City employees associations.

Employees Benefits Policy

SECTION 14: EMPLOYEE BENEFIT POLICIES

Benefits for City employees shall be provided as outlined in the City's Benefit Plan. Further information on these benefits may be obtained by contacting the Human Resources Department.

The City retains the right to alter the benefit plan, if it finds such changes to be in the best interest of the City.

14.05 BENEFIT BANK

The City has adopted a "flexible or cafeteria" plan that will cover certain City benefits (i.e., medical, dental, vision care, etc.). Employees, other than those listed below, are not eligible for benefit bank benefits. City employees shall receive a negotiated amount of money as approved by City Council, and consistent with the current MOU, on a yearly basis in order to "purchase" benefits from the plan. These benefits are paid on a 24-pay period basis. Employees may change benefit elections only during open enrollment periods unless there is a qualifying event. Qualifying events may include, but are not limited to changes in employment or changes in family status such as; births, deaths, adoptions, marriages, or divorce.

A. Career Full-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

B. Career Part-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

C. As part of the cafeteria plan, all full-time employees, except City Council members, must purchase group medical insurance coverage for themselves, or provide proof of other medical coverage, i.e., through one's spouse's coverage, military, etc. If the City Council deems it in the City's best interest, the City, at its option, may require all employees to purchase the City's preferred coverage and not allow verification of other coverage. Once this individual medical coverage has been purchased or verified, employees may purchase any of the following options with the balance:

1. Medical Insurance: Once medical insurance has been purchased for the employee, he or she may also choose to purchase excess coverage for him or herself or insure any dependents. Eligible employees may choose from a variety of health care providers as offered by the City. Medical benefits, plan costs, and any deductible costs may vary depending upon the insurance carrier offered by the City and chosen by the employee. Those who choose

to use other kinds of medical coverage must report any change in that coverage within sixty (60) days as defined by CalPERS. Failure to do so will result in immediate enrollment in a City offered medical plan.

2. Dental Insurance: Employees may purchase dental insurance for themselves and any dependents. Dental benefits and any deductible costs may vary depending upon the insurance carrier chosen by the employee.

3. Vision Care: Coverage must be purchased for all full-time career employees and may be purchased for any dependents, based upon vision care plans available to City employees.

4. Supplemental Insurance: Employees may purchase supplemental insurances for themselves or their dependents.

5. Dependent Care (Child and Elder): Employees may purchase dependent (child and elder) care reimbursement coverage through a flexible spending account. Documentation of payments with tax identification number of the provider must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.

6. Medical Expense Reimbursement: Employees may purchase medical expense reimbursement through a Flexible Spending Account. Documentation of expenses and payments must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.

7. Annual Leave Buy: Employees with unspent bank dollars may purchase up to two weeks of Annual Leave hours per year. This option is available only at open enrollment. Annual Leave hours bought must be used within the benefit year purchased. Unused Annual Leave which has been purchased will be returned to the benefit bank for cash out to the employee.

8. Cash Out Option: Employees who would have unspent bank dollars for the calendar year will receive the leftover balance as a taxable cash payment. Council members are not eligible by State law for any cash-out option of unspent bank dollars. Annual Leave hours must be requested in writing during open enrollment each year.

9. Use or Lose Provision: Flex dollars may not be carried over from one plan year to the next, according to IRS regulations. Employees who have left over funds and who do not elect additional Annual Leave hours will be paid in cash. This amount will be subject to Federal and State withholding taxes.

D. Temporary Employees are not normally entitled to the benefits of the City's cafeteria plan.

14.10 MANAGEMENT PACKAGE

Certain categories of employees are entitled to a management benefit package as a percentage of their gross annual salary. The dollar amount shall change as salary increases are received during the year. This amount will be disbursed on a 24-pay period basis. These employee categories and percentages are as follows:

A. Executive Management Employees shall receive six (6%) percent of their gross annual salary.

B. Division Management Employees shall receive four (4%) percent of their gross annual salary.

C. Professional/Administrative/Management Employees shall receive two (2%) percent of their gross annual salary.

This management package percentage amount may be expended in any of the flexible benefit plan options previously discussed. Other benefit options will be made available as they are approved by the City Council in accordance with applicable IRS guidelines.

14.12 AUTO ALLOWANCE:

The City provides taxable auto allowance benefits as follows:

A. Executive Management Employees shall receive a monthly auto allowance, as budgeted.

B. Division Management Employees shall receive a monthly auto allowance, as budgeted.

As outlined in the City's Vehicle Policy, certain employees may be assigned a City vehicle on a long-term basis, in lieu of the monthly auto allowance. Employees who utilize personal vehicles for City business, but do not receive an auto allowance, shall be reimbursed at the Federal mileage reimbursement rate.

If any of the above employees are assigned a City vehicle, no auto allowance will be provided.

14.15 POST RETIREMENT MEDICAL BENEFITS

A. **Annuity Programs:** Effective January 1, 2001, the City of Moreno Valley shall contribute a monthly amount to each exempt full-time career employee for an annuity program for 20 years or until termination or retirement, for the purpose of funding retiree medical premiums. New hire probationary employees shall not be eligible to receive the monthly contribution until the successful completion of their probationary period. The effective date of their first contribution will commence the next full month after they have passed probation.

Effective January 1, 2002, after two full years of employment, the monthly contribution to the annuity program shall increase per the negotiated language as approved by City Council. This shall go into effect the next month after their two year-anniversary date has passed.

Each bargaining unit has selected separate annuity programs.

1. Contributions for the MVCEA bargaining unit are being paid into the Benefits Bank. In the event MVCEA ceases to be the recognized representative of bargaining unit employees, the control and administration of this program shall transfer to management and the responsibility for same shall be the exclusive jurisdiction of management. Employees may at their option contribute a portion of their compensation to the annuity subject to IRS restrictions through payroll deductions.

2. Contributions for the management bargaining unit are being paid into a Voluntary Employee Beneficiary Trust (VEBA), which manages the investment and distribution of the funds.

B. **City Paid Retiree Medical Benefit:** Effective January 1, 2001, upon retiring, the City shall pay a minimum of the monthly fee required by PERS for enrollment of retirees. Employees who retire under the CalPERS retirement benefits system with a minimum of two years of service with the City shall be eligible to receive a benefit which is the lesser of the cost of medical coverage for the retiree and spouse, or the amount stipulated in the following table:

EFFECTIVE DATE MAXIMUM EMPLOYER CONTRIBUTIONS

January 1, 2007 up to \$168.73 per month
January 11, 2008 up to \$243.73 per month
January 2, 2009 up to \$318.73 per month

To receive the Retiree Medical Benefit, the retiree must submit documentation of payment for medical insurance coverage. Documentation for those enrolled with PERS Health is provided by PERS. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit.

14.20 PERS MEDICAL COVERAGE FOR RETIREES

The City shall contribute a monthly employer fee for retiree medical coverage with the Public Employees Retirement System (PERS), per negotiated contract language as approved by City Council. Retirees must convert to Medicare at age 65.

14.25 CITY RETIREMENT PLAN

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). The City pays both the employee's and employer's contributions into the plan for employees hired prior to July 1, 2009. Employees hired on or after July 1, 2009 pay their own employee's contribution into the plan. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009. At its option, the City may change its retirement system provider upon adoption by the City Council. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 30 days in advance. Current retirement benefits are available as follows:

A. Career Full-time Employees hired prior to July 1, 2009 receive fully-paid PERS retirement benefits. Career Full-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, and at no point will the employer pay any of the employee's portion of the employee's contribution.

B. Career Part-time Employees hired prior to July 1, 2009 receive fully paid PERS retirement benefits after 1,000 hours. Before that point, the employee will have the employee's portion deducted from salary. Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, and at no point will the employer pay any of the employee's portion of the employee's contribution.

C. Part-time/Seasonal, Temporary Employees, and Crossing Guards who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through payroll deduction. Employees are eligible for participation in the PERS retirement plan after 1,000 hours worked in a fiscal year; however, they are responsible for the cost of their employee portion of PERS payment. PERS refunds may be issued ONLY if the member has permanently separated from all PERS-covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

D. Any employee hired prior to July 1, 2009, if promoted on or after July 1, 2009, will still be eligible for all benefit rates provided for employees hired prior to July 1, 2009 for the bargaining unit the employee is in on or after July 1, 2009.

14.30 IRC SECTION 125 PLAN

The City has available to all full-time employees, an Internal Revenue Code (IRC) Section 125 account. The Health Reimbursement Option is not available until the

employee has passed initial probation (normally at six months). An employee's unexpensed redirected Plan contributions from his/her salary account are forfeited and returned to the City at the end of the calendar year. See the Summary Plan Description for details.

14.35 IRC SECTION 457 PLAN

The City has available to all employees an Internal Revenue Code (IRC) Section 457 Account. Participation is voluntary for career employees. It is mandatory for temporary employees who are not yet eligible for, or enrolled in PERS.

Deferred compensation is an IRS-approved method of deferring federal and state income taxes on savings until retirement. Taxes are paid, on both savings and earnings, when they are withdrawn during retirement, or upon separation from City employment. An employee may defer a maximum amount consistent with the most recent guidelines supplied by the IRS. The employee may increase, decrease, stop and restart voluntary contributions at any time by contacting the Human Resources Department.

In accordance with IRS rules, an employee may not withdraw these assets unless there is a bona fide emergency which is unforeseeable, unbudgetable, severe, beyond the employee's control, and must represent a last resort. All financial hardship requests for withdraw of funds must be made directly to the 457 plan provider.

14.36 IRC SECTION 401A PLAN

Certain management employees may voluntarily enter into a 401(a) Money Purchase Plan to provide additional retirement benefits. The employee contribution is a mandatory fixed amount for everyone within a management group, and is limited to the maximums allowed by law. Eligible employees wanting to enroll into the plan must do so within the first thirty (30) days after being hired. Once enrolled, the participant must remain in the plan. Participant contributions are structured with pretax dollars. Earnings accrue tax deferred. Participants may contribute to both a deferred compensation and a money purchase plan.

PAM-Confidential employees receive \$750.10 per fiscal year (\$28.85 per pay period) in a City sponsored 401 (a) Plan.

14.40 LIFE INSURANCE

The City provides term life insurance coverage for all City employees. Coverage becomes effective on the first day of the month which follows the first thirty (30) days of employment with the City. The premium is paid by the City. The amount of coverage is determined as follows:

- A.** Executive Management and Division Management Employees shall receive term life insurance at an amount, which is three (3) times their salary (rounded to the nearest thousand) not to exceed \$300,000.
- B.** Professional/Administrative/Management Employees shall receive term life insurance at an amount, which is two (2) times their annual salary (rounded to the nearest thousand).
- C.** General Non-Exempt and Career Part-time Employees shall receive term life insurance at an amount, which is two (2) times, their annual salary (rounded to the nearest thousand) or \$50,000.00, whichever is greater.
- D.** City Council Members shall receive \$50,000 of term life insurance.
- E.** The City's death benefit to survivors of a member who dies prior to retirement shall be the PERS 1959 Survivor Level IV Option (Section 21574). It provides for

a monthly allowance for the surviving spouse with two children \$2280, spouse and one child \$1900, and spouse alone \$950. The City's retired member PERS lump sum death benefit paid to beneficiaries is \$500.

14.45 DISABILITY INSURANCE

Disability Insurance is determined as follows:

A. City Disability Insurance:

The City provides short-term disability insurance to all Career employees who work a minimum of thirty (30) hours per week and who are disabled primarily as a result of a non-work-related illness or injury. This benefit commences after 30 calendar days of disability. In order to be eligible for benefits, an employee must be totally disabled for one month before benefits become payable. For the first twenty-four (24) months of a disability, "totally disabled" means that a former employee is prevented by disability from doing all the material and substantial duties of his or her job. If the disability persists beyond twenty-four (24) months, the former employee is re-evaluated to determine whether he or she can be rehabilitated for another career. If the employee can be rehabilitated, the employee is eligible for Rehabilitative Employment Services. If the employee cannot be rehabilitated for any career, total disability payments will continue. An eligible employee may receive sixty-six and two-thirds (66⅔ %) percent of his or her salary, up to a maximum monthly amount of \$14,000. This income is subject to taxes because the premiums are paid for by the City.

Employees Benefits Plans and Rates

The following are the current employees benefits plans and rates:

Medical Plans: CalPERS Plans: Blue Shield Access + HMO, Blue Shield Net Value HMO
Kaiser Permanente HMO, PERS Choice PPO, PERS Select PPO, PERS Care PPO

Dental Plans: Delta Care USA HMO Rates: \$21.77 single, \$39.00 two-party, \$57.66 family
Delta Dental PPO Rates: \$60.32 single, \$118.88 two-party, \$208.43 family

Vision: Vision Service Plan Rates: \$8.59 single, \$12.46 two-party, \$22.33 family

Disability: Standard Insurance Company
Short Term Disability \$.23/\$10 benefit
Long Term Disability \$.48/\$100 of payroll

Life Insurance: Standard Insurance Company
Basic Employee Life \$.23/\$1,000
AD&D \$.035/\$1,000
Dependent Life \$.43/\$1,000

Flexible Spending Account: Benesyst
Health Savings Account \$3.68 per participant per month
Dependent Care Savings Account \$3.68 per participant per month

Cobra Administration: Benesyst

Employee Assistance Program (EAP): The Counseling Team
Supplemental Life Insurance: Standard Insurance
Supplemental Benefits: Colonial Insurance

SECTION III- PROPOSAL FORMS

REQUIRED CONTENTS OF PROPOSAL

PROPOSAL EVALUATION

REQUIRED CONTENTS OF PROPOSAL

The purpose of the Proposal is to demonstrate the qualifications, service level, cost for services, competence and capacity of the firms seeking to become an agent of record for the City of Moreno Valley. The proposal should address all the points outlined here as required.

A. Which benefits program(s) your firm is bidding to be an agent of record for.

B. Firm History and Experience:

1. Brief history of firm including size, employees and any specialty areas.
2. Background company data, including financial references.
3. Particular expertise or involvement in the insurance/employee benefits industry.
4. Municipality experience.
5. List of providers the firm is associated with.
6. Expected communication responsibilities.
7. Address, telephone number(s), website and e-mail address

C. Qualifications:

1. Description of service philosophy.
2. Conceptual program structure and pricing.
3. An introduction of the account team, by name with specific roles, qualifications and experience, and distribution of responsibilities including support capabilities.
4. Current use of technology, especially capability for computerized legal/benefit design research and for sharing and editing documents electronically.
5. Action-plan and timetable for assuming responsibilities as well as future design/cost containment plan.
6. Detail of services that will be provided to the City.
7. Indicate current responsibilities of person designated to serve as lead contact for the City.

D. References:

1. List new clients and the clients that have left you within the last three years. Provide the contact names and telephone numbers.
2. List of cities you currently represent and for what type of service. Provide the contact names and telephone numbers.
3. Provide the contact names and telephone numbers of five (5) clients in the State of California with whom you have had a working relationship, as a reference for the City. Include the number of participants for each group. (Preferably, the references should be governmental units.) Include two groups that recently terminated coverage.

E. Conflict of Interest:

1. Disclose any conflicts or perceived conflicts of interest.
2. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

F. Previous or current engagements with the City of Moreno Valley:

1. List of previous or current engagements with the City of Moreno Valley.
2. Describe what lead to the end of the engagement.

G. Proposed Fee for Services:

1. Explanation of compensation plans for your firm under this proposal including all services to be included in that fee.
2. The proposal should contain the proposed fee for services in either a fixed dollar amount or as a percentage of premiums paid for coverage. Fees are to be maintained at the proposed level unless approval is given by the City Council for a change in the fee structure or level.
3. List any additional service options, as well as the fee structure involved.
4. Indicate any alternate billing arrangements you would be willing to consider and under what circumstances they would be most appropriate.

H. Copies of the following items:

1. Errors and omissions coverage
2. Business license
3. Statement of compliance with federal and state laws.
4. Description of the firm's view of their responsibilities to the City in the provision of benefits brokerage services.

PROPOSAL EVALUATION

A. Criteria

The City will evaluate proposals based on the needs of the City and its employees. The following criteria will be used in evaluating each of the Agent/Broker responses:

1. Compliance with specifications.
2. Ability to provide strong administrative support and member services to the City.
3. Compliance with applicable State and Federal laws and regulations.
4. Financial position of the agency.
5. Cost.
6. Experience and Qualifications.
7. Local Service Provider Preference for Agent/Broker Office located within the City of Moreno Valley

B. Review of Proposals

A selection committee of the Financial & Administrative Services Director, Assistant to the City Manager, Human Resources Director, Human Resources Analyst and representatives of the City's three (3) employees associations, including the Moreno Valley Management Association, Moreno Valley Confidential Management Employees Association, and Moreno Valley City Employees Association will evaluate the proposals based upon the factors listed above and make a recommendation.

The City of Moreno Valley reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

The City will choose the proposal(s) that best fits its needs. The City is not obligated to award the contract based on cost alone nor is the City obligated to award only one agent of record.

TERM OF AGREEMENT

Term of Agreement

The successful candidate, or firm, will be required to enter into a written agreement with the City of Moreno Valley that will include service agreements and compensation for all coverage's.

The initial period of the Agreement will be from the date the City signs the Agreement through June 30, 2012. The Agreement shall be automatically renewed annually at the beginning of each fiscal year for a period not to exceed five (5) years, provided that funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley, and if no written notice of termination is received by either party.

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Wells Fargo Insurance Services

Request for Proposal Response

**City of Moreno Valley
Agent/Broker of Record for the City's
Employee Benefit(s) Program**

April 14, 2011

Together we'll go far





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Executive Summary

Wells Fargo Insurance Services is among the nation's leading insurance brokerage, risk management, and employee benefits consulting firms and is supported by one of the world's largest and most respected financial services firms, Wells Fargo & Company (\$1.3 trillion in assets and 280,000 team members across 80+ businesses).

We are excited to have the opportunity to respond to the City of Moreno Valley Employee Benefits Consulting/Brokerage Services Request for Proposal and to share our extensive service capabilities with you. As the current broker for the City's benefits program, we are hopeful to continue bringing our full suite of services to the City for the benefit of your program, your staff and your employees and retirees.

- Identify cost savings and maximize every dollar spent on your benefits programs
- Provide a fresh and innovative approach to your health and welfare programs, including programs to incorporate your employees into the process of managing your health care costs
- Increase the operational efficiency of your Human Resources benefits administration staff

Based on the service expectations outlined in your Request for Proposal, we have centered our offer on:

- **Public Sector Experience**
- **Financial Acumen and Leverage**
- **Compliance Expertise**
- **Strategic Service and Support**
- **Value Added Services**

Public Sector Experience

Over the years of our relationship, we have focused on meeting the City's demand for a consultant/broker that can provide quality, cost-effective employee benefits products along with a breadth of knowledge and the public sector experience to balance the needs of staff, management and labor.

For more than 30 years, Wells Fargo Insurance Services has provided the same service approach to all of our public sector clients. We are highly confident that we can continue to improve the value of premiums spent, improve the stability of your plans and develop cost saving recommendations for the City. Our extensive service offerings for the public sector include:

- Health and Welfare Benefit Consulting
- Brokerage Services and Insurance Procurement
- Human Resources Support Services
- Legislative Compliance Services and Education
- Benefit Communication Services
- GASB 43 & 45 and Retiree Health Care Consulting
- Retiree Open Enrollment Fulfillment
- Online Enrollment
- Biannual Municipality Benchmarking Survey

Financial Acumen and Leverage

Our goal is simple – to leverage our strong carrier relationships to maximize your benefits dollar. We partner with you to develop a targeted strategy that meets the needs of your employee base, helps attract and retain a productive work force, aligns your plan with your financial goals, and adds value to the City.

Our reputation and size in the marketplace has earned us the mark of an "A" rated broker with all of the major insurance carriers, allowing us to get the best deals for our clients. We negotiate with all carriers and vendors and work with all funding types. We are confident we will continue to save the City in overall Health and Welfare costs.



Compliance Expertise

With our in-house Compliance Department, including eight ERISA attorneys and our Wells Fargo Employment Law HELPLINE, the City's Human Resources Department will continue to have full support in staying compliant on the benefit program and employment practices.

Strategic Service and Support

Wells Fargo Insurance Services' Employee Benefits division boasts a 96% client retention rate, due largely to our ability to truly augment and integrate our services into the cultural fabric of our clients. We feel strongly that we maintain among the highest client satisfaction and retention levels in the industry because we are trusted partners, not just brokers or consultants.

Service Excellence™

Our comprehensive Scope of Services and value added services offer unique solutions in an ever-changing employee benefits marketplace. We are innovative, proactive and deliver on what we say for our clients, balancing fiscal responsibility with enhanced service level and delivery. Our deep, tenured and dedicated Account Team will continue to provide flexible and proactive service support to the City.

Value Added Services

Employee Advocacy Tools

To ensure that the City's employees have full support in comprehending their benefits, we will provide them with complete assistance when complex issues arise through the following proprietary tools:

- **Online Employee Resource Center** - A customized benefits communication portal housing information on your full benefit program that can integrate with all of your other internal and external web based providers, delivering your employees and Human Resources staff a virtual benefits Intranet

Wells Fargo Employment Law HELPLINE

The City will have access, at no extra charge, to our Employment Law HELPLINE service which provides answers to your specific Human Resource and employment law questions.

In addition to our dedication to excellent service, you have the security of knowing that you're partnering with one of the world's largest and most respected financial service companies. In reading through our proposal, we hope you will gain an appreciation for our dedication to satisfying our clients' insurance needs and helping them attain success – a dedication we will continue to bring to all of our work with you. Ultimately, we hope that the City of Moreno Valley will select Wells Fargo Insurance Services to continue to perform as its employee benefits brokerage consultant and, most importantly, its trusted partner for years to come.



Stewardship Report

In addition to providing the information requested in the RFP, Wells Fargo Insurance Services would like to briefly recap the successes we have achieved for the City of Moreno Valley as your current employee benefits broker. We have partnered with your organization since March 17, 2008, and thus have established a 3 year working relationship. The Human Resources Director at the time was given instructions to cut 5 to 10% of the benefit cost. The results are shown below.

When we began working with the City, all of the current insurance carriers were in place. However, Wells Fargo Insurance Services has introduced the City to our proprietary insurance pools, which has saved the City money in premiums for the Dental Plans through Delta Dental, Life & Disability plans through The Standard, and Vision plan through Vision Service Plan (VSP). We were also able to obtain multiple rate guarantees for the policies through the Pool. We have a good relationship with all of the carriers, and join with the City and the carriers once a year for Open Enrollment, or more often in certain years as needed.

We have had a productive and enjoyable relationship strategizing on the City's insurance needs. We provide the City with all of the services described within this Response to the Request for Proposal. Some of our more recent accomplishments during our tenure include:

- Gary Delaney and Kristin Yokoyama have been actively involved on the City of Moreno Valley's account since our relationship began. We point this out as it shows continuity and the depth of knowledge we bring to you.
- Upon appointment as Broker of Record in March 2008, annual plan savings of **approximately \$60,000** was achieved without changing any carriers and without reducing benefits.
- Enhanced Life and Disability benefits for the employees while reducing the cost to the City by 12%.
- Marketed and implemented a new Flexible Spending Account administrator.
- City of Moreno Valley Vision Plan loss ratio has consistently run over 100%. The Wells Fargo Insurance Services Municipality Pool has kept the rates constant with very little increase (rate pass for 2011).
- We have consistently delivered renewals at or below industry trend, meeting or exceeding City budget mandates. Plans have maintained competitive pricing.
- Minor plan changes have been made for cost savings, but generally, benefit levels remain very generous.
- We update the postings, data and documents for the Online Employee Learning Center site for the City of Moreno Valley (formerly referred to as OERC). This is typically not a service we provide to other clients, but we do so as a value-added service to the City.
- The City is always invited to our Compliance Seminars. We continue to provide monthly compliance updates and off-cycle legislative alerts.

Renewal History (Increases/Decreases)

Below is a summary of renewals dating back to 2008, with increases and/or decreases indicated.

Renewal Date	Life	Disability	Vision	Dental	Deltacare (HMO)
May 2008	-5.7%	-5.0%	-5.0%	-14.8%	0.0%
January 2009	0.0%	0.0%	0.0%	0.0%	0.0%
January 2010	-10.6% (Eff. 7/1/2009)	0.0%	5.0%	5.2%	2.7%
January 2011	0.0%	0.0%	0.0%	4.8%	0.0%



A. Benefits Programs Bid

Which benefits program(s) your firm is bidding to be an agent of record for.

Wells Fargo Insurance Services is bidding to continue to be agent of record for all of the City's benefit programs, including Dental, Vision, Life and Disability and the Medical plan in the event the City decided to leave the CalPERS program.



B. Firm History and Experience

1. Brief history of firm including size, employees and any specialty areas.

History of the Firm

Wells Fargo Insurance Services has grown significantly since our inception in 1989, both through internal expansion and acquisitions. Our approach to acquisition has been to combine our national status and knowledge with the finest local and regional firms across the nation.

Today, we are the fifth largest brokerage in the world (*Business Insurance*, 2009) and the largest bank-owned insurance brokerage in the United States with more than 200 offices in 37 states. Our 9,500 insurance professionals place more than \$15.5 billion of risk premiums, with expertise in benefits, property, casualty, international, personal lines and life products.

We are an industry leader and innovator, with concentrated focus on the challenges and needs of municipalities and other public agencies. Our public sector expertise serves over 200 California cities, school districts, water districts and counties.

2. Background company data, including financial references.

Ownership Structure

Our parent company, Wells Fargo & Company, is a diversified, publicly traded (NYSE: WFC) financial services institution with \$1.3 trillion in assets. Our 280,000 team members provide banking, insurance, investments, mortgage and consumer finance to more than 48 million customers from more than 10,000 stores and the internet (www.wellsfargo.com) across North America and internationally.

Wells Fargo Insurance Services Facts

- **Fourth largest U.S. retail broker** and the largest bank-owned insurance brokerage in the United States
- **9,500 insurance professionals** place more than \$15.5 billion of risk premiums
- **Multi-line operation with expertise in benefits, property, casualty, retirement plan services, international and life products**
- **200+ offices** in 37 states; **Regional offices** provide all client decision-making, allowing for efficient and timely responses to important issues

Southern California Division Facts

- **Over \$27 million** in Employee Benefits Revenue and over 350 clients in a **diverse** group of industries
- **96% client retention rate** over the last 5 years (Employee Benefits Services)
- **Continuity of service** from highly trained, dedicated teams delivering proactive service
 - 18% of our employees with over 15 years of service with Wells Fargo Insurance Services
 - 50% of our employees with over 5 years of service with Wells Fargo Insurance Services
- **Dedicated teams** deliver proactive service
- **Experts in analyzing, designing and implementing** competitive benefit programs for the public sector



World's 10 largest insurance brokers

Ranked by 2009 brokerage revenues

Rank	Company	2009 brokerage revenue	% change
1	Marsh & McLennan Cos., Inc.	\$ 10,507,000,000	-8.21%
2	Aon Corp.	\$ 7,410,000,000	1.49%
3	Willis Group Holdings P.L.C.	\$ 3,210,000,000	-4.52%
4	Arthur J Gallagher & Co.	\$ 1,711,683,000	6.23%
5	Wells Fargo Insurance Services, Inc.	\$ 1,560,908,000*	-10.45%
6	BB&T Insurance Services, Inc.	\$ 1,081,485,400	12.40%
7	Brown & Brown, Inc.	\$ 964,862,833	-0.12%
8	Jardine Lloyd Thompson Group P.L.C.	\$ 957,983,370	-3.51%
9	Lockton Cos. L.L.C.	\$ 765,885,000	4.46%
10	Gras Savoye & Cie.	\$ 754,719,600	-4.02%

Source: July 19, 2010 issue, Business Insurance

*2009 revenues include Wells Fargo Insurance Services, Wells Fargo Insurance, Inc. and Rural Community Insurance Services.

3. Particular expertise or involvement in the insurance/employee benefits industry.

Service Approach

Wells Fargo Insurance Services specializes in clients of the City's size and complexity. Our focus on clients of 100 to 2,000 employees allows us to properly balance innovative strategies with practical solutions. Our client services delivery is creative, comprehensive and customized to each client.

We will differentiate ourselves by going well beyond delivering the basics of insurance brokering by:

- Listening to clearly understand your values, your issues, your wants and your culture and understanding how they work in conjunction with your benefits philosophy
- Forming a partnership with the City and building that partnership to the highest levels of trust and understanding
- Clearly understanding your issues, offering quality counsel and bringing together the resources and expertise to address those issues
- Always being alert to your wants and values and anticipating your needs
- Focusing our efforts and resources on assisting the City in managing and reducing your total cost of risk, not just your insurance premiums

Our goal has been and continues to be to serve as a valued extension of your Human Resources Department, understanding the City so well that we anticipate your needs and identify problems before they arise. This unique level of client relationship sets Wells Fargo Insurance Services apart from our competition. Our approach to service will continue to provide valuable cost savings to the City; our full-service model will continue to improve efficiency and accuracy for your Human Resources staff; and, our proactive service will continue to minimize or avoid problems that can be a burden to your Human Resources Department.



4. Municipality experience.

Public Sector Experience

We currently provide full employee benefit consulting/brokerage services to 150 municipalities in California. Below we have provided a partial listing of our municipal clients that we have serviced for five years. We would be happy to provide more detailed contact information for specific municipalities upon request.

- City of Cerritos
- City of Chino Hills
- City of Colton
- City of Corona
- City of Culver City
- City of El Segundo
- City of Garden Grove
- City of Hawthorne
- City of Indian Wells
- City of Indio
- City of Inglewood
- City of Manhattan Beach
- City of Murrieta
- City of Norwalk
- City of Palm Desert
- City of Palm Springs City of Pico Rivera
- City of Pismo Beach
- City of Rancho Cucamonga
- City of San Luis Obispo
- City of Santa Barbara
- City of Santa Fe Springs
- City of Temecula
- City of Thousand Oaks
- City of Torrance
- City of West Hollywood
- City of Ventura

The public sector expertise provided by Wells Fargo Insurance Services includes:

- Benefits consulting to over 200 California government agency clients (150 are municipal clients)
- Design and implementation of cost saving alternative (HSAs, HRAs and Wellness Programs)
- Development of successful city purchasing pools providing group insurance programs for 40,000 employees and over 100 cities
- Extensive labor union expertise
 - Proven track record of obtaining consensus with bargaining groups for short- and long-term strategies
 - Focus groups and education for unions on health care benefit trends
- Providing agencies with GASB 43 & 45 compliance and funding solutions
- Custom employee and retiree benefit communications
- In-house compliance department staffed by attorneys and paralegals who specialize in public sector matters

We have also provided:

- Consulting for FSA/cafeteria plans
- Implementation (using Third Party Administrators) for COBRA services
- Actuarial services for retiree health benefits and for calculating GASB liabilities

Proprietary Public Sector Programs

Since 1996, Wells Fargo Insurance Services has been an innovator in developing and implementing proprietary programs to meet the primary employee benefit coverage needs common to public sector organizations. These programs have provided our public sector clients with flexibility in benefit choices as well as premium savings and stability over several years. We have extensive experience in developing group purchasing pools on both a fully-insured and self-funded basis.

Multiple ChoiceSM

For public sector clients interested in a unique solution outside of conventional markets, Wells Fargo Insurance Services developed the Multiple Choice program. Originally designed as an alternative to CalPERS benefit plans, Multiple Choice offers a range of medical plan options, a flexible benefits and contributions structure, an extensive provider network and long-term financial stability.

- Provides comprehensive benefits, comparable to plans available through conventional markets or CalPERS
- Helps you control costs with flexible plan design options in the areas of eligibility, waiting periods, conditions of coverage, deductibles and copays
- Allows employees and retirees to choose from among three HMOs, a PPO and a Consumer-Driven option that combines a PPO platform with a "first dollar personal care account"
- Features reduced retention charges from carriers, as well as providing administrative support from Wells Fargo Insurance Services' specialists and an employee health advocacy call center
- Includes clear, reader-friendly plan communications and enrollment materials for actives and retirees
- Includes employee and retiree call center for benefit related questions

Municipality Benefits Pool

The Wells Fargo Insurance Services Municipality Benefits Pool provides low-cost, high-quality, non-medical benefits to over 150 California municipalities from recognized specialty carriers. The pool is designed to replicate existing entity employee benefits while reducing premiums through the market leverage of a purchasing cooperative. Instead of acting as individual entities purchasing cost-effective benefits coverage, entities become part of a significantly larger participant group. Advantages are:

- Individually customized plan design for each entity
- Premium savings up to 20% over traditional markets for specific lines of coverage
- Multiple-year rate guarantees for budget stability

Members realize maximum savings by electing the multi-line package of coverages and, at the same time, contributing to the growing strength of the overall purchasing cooperative. Each participating carrier is considered best in its class, with proven financial and management stability ('A' or better industry rating).



5. *List of providers the firm is associated with.*

We are licensed to work with all national and local carriers on all lines of coverage. We also work with all major Third Party Administrators (TPAs) and administrative outsourcing vendors and provide comprehensive evaluation, negotiation and management. Our diverse client base demands that we have broad access to domestic and international carriers and vendors.

Below is a short list of the major carriers that we work with on behalf of our clients.

Coverage	Carrier(s)	Additional Services/Benefits	
Medical	Aetna Anthem Blue Cross Blue Shield of CA Cigna	Health Net Kaiser Permanente UnitedHealthcare	All carriers currently offer additional services such as wellness programs, disease management, online access for members and HR, and variety of plan options including consumer driven health plans such as HSA and HRA. Some carriers can offer rate reductions when placing other lines of coverage such as dental, vision, and life insurance.
Dental	Aetna Ameritas Anthem Blue Cross Assurant Blue Shield of CA Cigna Delta Dental Dental Health Services	Guardian Humana MetLife Premier Dental Principal The Standard United Concordia UnitedHealthcare	Carriers will vary significantly based on the products that they offer, the provider networks and the additional services that they provide. Similar to medical carriers, if the dental carrier can offer multiple lines of coverage there may be discounts available.
Vision	Ameritas Anthem Blue Cross Cigna EyeMed Guardian	MES Vision The Standard UnitedHealthcare VSP	There are several carriers who can offer retail providers within their networks which can be a significant advantage depending on the demographics of the client.
Life/Disability	Aetna Anthem Blue Cross Assurant Blue Shield of CA Cigna Guardian Hartford Lincoln Financial	MetLife Mutual of Omaha Principal Prudential Reliance Standard The Standard UnitedHealthcare Unum	The benefits of some of the carriers listed will be their financial strength, the soundness of their contracts and their ability to pay claims in a timely manner. Those life and disability carriers that offer other lines of coverage will consider discounts as mentioned above.



6. *Expected communication responsibilities.*

The City is serviced from our Torrance, California office. Our size is competitive with other national consulting/brokerage firms with offices in the Western United States; however, those firms are not able to boast tenured and experienced staff or 96% client retention.

All service, decision-making, and executive management is based in Torrance. This allows us to direct all of our energy and resources to our clients while making important decisions quickly and efficiently. In order to ensure that each client feels that they are our "only client," we maintain a low client ratio per team member.

We have assembled a deep, experienced team providing a broad range of resources to service the City. All members of the account team work collaboratively to assure all of the City's objectives and timelines are met.

Our "only client" service philosophy goes beyond the traditional broker services model and allows us the opportunity to see and understand your perspective so that we can be proactive in our approach, communicate in a timely manner and address issues before they arise.

7. *Address, telephone number(s), website and e-mail address.*

Wells Fargo Insurance Services USA, Inc.

Gary Delaney, CEBS, Senior Vice President

21250 Hawthorne Boulevard, Suite 600

Torrance, CA 90503

Phone: (310) 543-9995

Fax: (310) 543-9905

E-mail: gary.delaney@wellsfargo.com

Website: wellsfargo.com/wfis



C. Qualifications

1. *Description of service philosophy.*

Service Philosophy

Our Employee Benefits professionals deliver **total customer care**, ensuring that the City's benefits program features:

- Comprehensive, competitive plans with the best possible pricing
- Full compliance with federal and state mandates
- Efficient, accurate communications and administration
- Effective employee advocacy

At the heart of what makes our process so unique is the Wells Fargo Insurance Services' culture, characterized by:

- | | |
|--------------------------------|---|
| ■ Technical excellence | ■ Creativity applied to practical solutions |
| ■ Integrity and sound judgment | ■ Initiative and personal responsibility |
| ■ Responsiveness | ■ On-target results |

Our overall goal as your employee benefits consultant is to understand your objectives, work to reduce future costs, enhance the benefit menu with creative and valued plans, and provide long term financial management strategies. We will always strive to provide the best possible solutions to fit the City's unique needs.

2. *Conceptual program structure and pricing.*

A majority of Wells Fargo Insurance Services' public sector clients prefer to have us compensated on a commission basis. This allows our clients to contact us with questions or requests as often as they wish, without fear of hourly billing fees. We have no preference whether we are compensated on a commission or fee basis.



3. *An introduction of the account team, by name with specific roles, qualifications and experience, and distribution of responsibilities including support capabilities.*

Account Team for the City of Moreno Valley

We have assembled a service team under the management of Gary Delaney, CEBS, Senior Vice President, in our Torrance office. Gary will have overall responsibility for the City of Moreno Valley account. His team will draw upon years of experience working with similarly situated public sector clients.

As outlined in the following chart, each member of the City's account team brings unique qualifications essential to delivering the services that you require.

Team Member Primary Office	Title # Yrs Industry Experience	Roles, Responsibilities and Tasks
Gary Delaney, CEBS Torrance, CA	Senior Vice President and Team Leader 29 years	Executive oversight of the account. Directs team resources and assists with strategic and financial planning. Directs account team in delivery of services.
Kristin Yokoyama, CEBS Torrance, CA	Assistant Vice President 24 years	Leads financial analysis, renewal negotiations, and marketing process. Manages specific projects, including policies and procedures, ensuring administration supports business rules along with vendor performance.
Arlene Farfan Torrance, CA	Account Manager 13 years	Manages day-to-day administrative and/or member service issues; implementation and/or ongoing service of vendors, contract review, and vendor performance.
Liliana Salazar Torrance, CA	Vice President of Compliance 13 years	Work collaboratively with account team members to support client's compliance and regulatory needs. Provide client compliance education via legislative seminars.
Daniel Kopti Torrance, CA	Manager of Compliance 17 years	



Account Team Biographies

Gary Delaney, CEBS

Senior Vice President and Team Leader, Employee Benefits Services, Torrance, CA

Gary currently works with our mid- to large-size clients as account director and team leader. Gary has been active in the employee benefits field since 1979, joining with Wells Fargo Insurance Services as one of the firm's shareholders, with management and client responsibilities covering a wide range of employee benefit issues.

Gary is an industry innovator in dealing with mid- to large-market employers and has established broad-based purchasing pools for providing competitive employee benefits. Because of his strong underwriting and financial background, Gary is adept at constructing and negotiating exceptional terms for his clients at installation and during the renewal process. Gary also serves as Practice Leader for Wells Fargo Insurance Services' Public Entity Business Sector for the Southwest Region.

Gary holds a Bachelor of Science degree in Finance from California State University at Northridge and has been the recipient of numerous civic awards and distinctions over the years, including notice in the 1992 edition of "Who's Who Among Rising Young Americans" and the 1998 edition of "Who's Who in Executives & Professionals". He serves on the Board of Directors of Torrance South Bay YMCA. In 2005, Gary was designated a Certified Employee Benefit Specialist (CEBS) by the International Foundation of Employee Benefit Plans and the Wharton School of the University of Pennsylvania.

Kristin Yokoyama, CEBS

Assistant Vice President, Employee Benefits Services, Torrance, CA

Kristin has worked with public sector agencies and private industries for the past 23 years, including 60 cities and 31 school districts and community colleges throughout Central and Southern California.

In Kristin's current position, she is responsible for the daily management of the Wells Fargo Insurance Services' Municipality Pool, coordinating all communications of plan enhancements, new benefit offerings, and renewals. Her primary account responsibilities include overseeing the implementation of new products, negotiating renewals, establishing accruals for self-funded plans, and managing the daily service needs for clients. On an as needed basis, she has conducted focus groups, educating employees on their public sector benefits. Kristin has worked with us for six years.

Prior to working with public entities, Kristin worked with national employers focusing on strategic forecasting, designing benefit portfolios, and providing due diligence for new acquisitions. Her background includes experience with self-funded plans, ancillary benefits, and Section 125 programs. In addition, Kristin served as Director of Client Services for a web-based enrollment firm overseeing personnel responsible for the implementation of online enrollment systems. She started in employee benefits with Metropolitan Life Insurance Company in Tampa, Florida and spent nine years in the sales and service department in Orange, California.

Kristin is a graduate of University of Florida with a degree in Finance and earned her Certified Employee Benefits Specialist (CEBS) designation through the Wharton School of the University of Pennsylvania.



Arlene Farfan

Account Manager, Employee Benefits Services, Torrance, CA

Arlene began her career in employee benefits in 1998 and joined Wells Fargo Insurance Services in 2010. Prior to joining the company, she worked as a benefit administrator for a Professional Employer Organization and was later recruited to Anthem Blue Cross. There she worked as an Account Manager for ten years specializing in mid-size business.

Arlene is experienced in administering renewals, installing new group insurance for existing and new clients, preparing contractual changes, providing employer training on online benefit enrollment systems and implementation, resolving claim and billing issues, and coordinating and conducting enrollment meetings. Arlene holds a Bachelor of Science in Business Management from Pepperdine University.

Liliana Salazar

Vice President of Compliance, Employee Benefits Services, Torrance, CA

Liliana joined Wells Fargo Insurance Services in 1997. Her current responsibilities include overseeing our Compliance Department that consists of eight dedicated individuals in four of our California offices.

Liliana drafts customized Summary Plan Descriptions, Plan Documents, and Summaries of Material Modifications for Welfare and Fringe Plans. She also conducts compliance audits of Welfare and Fringe Plans to determine their conformity with federal and state regulations.

Additionally, Liliana assists our clients in the private and public sector with design, implementation and administration of full flex cafeteria plans and oversees the Employee Benefits section of CyberSure®, Wells Fargo Insurance Services' interactive web-based employee benefits and human resource database. Liliana was also appointed Privacy officer to ensure our firm's, our business associates' and clients' compliance with HIPAA Privacy and EDI Standards.

Prior to joining Wells Fargo Insurance Services, Liliana worked in Columbia as in-house counsel for Multinspec, Ltd. and Thomas Miller, Inc. Americas.

Qualifications

- B.A. in Latin American History
- J.D. from Universidad de Los Andes, Columbia
- Member of the Los Angeles County Bar Association - Health Law and Employment Law Sections
- Member of the Beverly Hills Bar Association - Employment Law Section
- Active Member of CEBS and EBPA



Daniel Kopti

Manager of Compliance, Employee Benefits Services, Torrance, CA

Daniel joined Wells Fargo Insurance Services in 2006. His current responsibilities include overseeing compliance activities in our Torrance, CA and Carlsbad, CA offices.

Daniel has over 15 years experience in handling legal issues relating to group health and welfare benefit plans, including designing, drafting, and amending plan documents, summary plan descriptions, communications materials, enrollment forms, funding vehicles (such as VEBA trusts) and government filings. He has implemented strategies to change retiree medical benefits and to integrate healthcare benefits with Medicare, Workers' Compensation, and other programs; assisted plan and trust fiduciaries in compliance with their fiduciary duties under federal law; reviewed and negotiated contracts with third-party administrators, insurance companies, and other service providers; evaluated appeals and drafted responses under claims and appeals procedures; handled government audits and inquiries; and, advised clients regarding potential and ongoing employee benefits plan litigation.

Prior to joining Wells Fargo Insurance Services, Daniel was employee benefits counsel in the law departments of Northrop Grumman Corporation and Georgia-Pacific Corporation. He has also worked as an employee benefits attorney at several law firms in Los Angeles, CA and Atlanta, GA.

Qualifications

- LL.M. in Taxation from New York University School of Law, New York, NY
- J.D. from the University of Pennsylvania Law School, Philadelphia, PA
- B.A. in History from Yale College, New Haven, CT
- Active Member of American Bar Association and the State Bars of California and Georgia

4. Current use of technology, especially capability for computerized legal/benefit design research and for sharing and editing documents electronically.

CyberSure®

Your Human Resources staff has full access to CyberSure, our proprietary, award-winning, 24-hour-a-day, 7-day-a-week online employee benefits and human resources database. CyberSure is home to valuable reference materials, market trends, and general product information.

On CyberSure, your Human Resources Department are able to access laws and regulations impacting their group health plan at a federal and state level, in addition to valuable Human Resources information on employment related matters. Some of the topics available include Fair Labor Standards Act, payroll administration, labor relations, compensation, retirement benefits, and recruitment and retention.

CyberSure access includes:

HR AnswerSource

Updated each week by The Bureau of National Affairs, HR AnswerSource delivers up-to-date legal and regulatory information directly to the human resource professional's desktop. Quick reference to research and law summaries in the categories of Benefits Administration, Labor Relations, Payroll Administration, Wage and Hour Law and more.

HR Center

Advice and ideas from Human Resources consultants and management experts on recruiting, retaining and developing the workforce.

Legislative Updates

Timely summaries of state and federal laws affecting employers and their health and welfare plans. Updates include real life recommendations employers can adopt to begin complying with legislative changes. Updates will be e-mailed to the City's Human Resources staff on a monthly basis.

Wells Fargo Insurance Services' Seminar Presentations

Archived PowerPoint presentations from previous seminars on Health Care Reform, COBRA, HIPAA, Domestic Partners, Medicare and other Human Resources topics.

Links & Resources

Broad base of benefits related information and resources from ERISA to HIPAA.

Model Forms and Manual Library

Forms, summaries, and manuals for training on Cafeteria Plans, COBRA, Domestic Partners, Electronic Communication, HIPAA Portability, Privacy and Security, Leaves of Absence, Life Insurance, Medicare Part D, Summary Plan Description Requirements and USERRA.

Wells Fargo Employment Law HELPLINE

In addition, the City will have access, at no extra charge, to our Employment Law HELPLINE service. The HELPLINE gives users telephone consultation access to experienced attorneys from the national employment law firm of Epstein, Becker & Green LLP, who help organizations deal with issues ranging from basic regulatory and compliance concerns to policies and procedures to complex personnel situations. These human resource services include:

- **Online access** to employment law attorneys
- **Briefcase and HR Law Library** – Content is provided by CCH/KnowledgePoint, the leading publisher of legal, HR, tax, and employment law information in the United States. Information includes federal and state specific law changes, template letters, recent court rulings, forms, and checklists.
- **Monthly HR Express Updates and Alerts** – Each e-mail update contains an interactive question and case digest of the month, federal and state specific law changes, as well as other valuable HR information.
- **Employment Labor Law Audit (ELLA)** – Users receive access to this management tool that helps employers detect hidden problems, develop positive employee relations, implement risk reduction strategies, benchmark best practices, and prioritize corrective measures.

How does this differ from some of the other similar services that competitors are offering?

- The Wells Fargo Employment Law HELPLINE is serviced by employment law attorneys from a national law firm *not* "HR Specialists."
- HELPLINE attorneys are professionals with 10+ years experience, *not* paralegals or first year attorneys
- Answers are specific and documented *not* cookie-cutter answers from a database
- All correspondence is kept strictly confidential, *not* shared with your insurance company
- You can ask questions online or toll-free over the phone
- Responses are given no later than the end of the next business day for all questions asked
- Unlimited phone/email questions and answers are protected by attorney/client privilege
- Attorneys respond to more than 60 different HR and Employment Law issues
- Online content is updated daily by Business & Legal Reports, Inc., a national leader in HR online content



Online Employee Resource Center

The City of Moreno Valley is a current user of our online benefits communications portal, the Online Employee Resource Center.

The Online Employee Resource Center increases the overall value of your benefits program by improving communication and accessibility. It can serve as your benefits Intranet, linking your benefit plans and important postings with third party vendors' websites, creating one place to go to find and link to all your benefits information. Employees have the ability to access dynamic benefits plan information comparisons, download important benefits forms, and search general life events and government plan information for answers to questions normally directed to Human Resources.

- Reduces the paper, phone calls, and manual data administration related to Human Resources and benefits
- Helps employees and dependents get answers and make decisions impacting their health, family, finances, retirement, career, and life events, such as getting married or having a baby
- Drives effective employee self-service by delivering personalized and meaningful content and services to employees across a single and consistent portal

Major Features

- Current benefit summaries (Future and Expired plans available), loaded by Wells Fargo Insurance Services
- Plan comparisons and benefits document postings (PDF, Word, Excel, PowerPoint, Plain Text)
- Live carrier website links
- Employee self-help resources: Understanding Benefits; Life Events; Health News; Calculators
- Document posting tool for HR users only

The Online Employee Resource Center can be fully customized to include the City's:

- Logo and home page employee welcome message text (updated as frequently as desired)
- Benefit plan summaries and corresponding benefit plan document postings (e.g., enrollment forms, claim forms, HIPAA Authorization forms, Summary Plan Descriptions, rate and contribution overviews, etc.)
- Carrier and vendor website links (including link to any online enrollment tool)
- City information (e.g., news, announcements, handbooks, policies and procedures, etc.)



5. Action-plan and timetable for assuming responsibilities as well as future design/cost containment plan.

Below we have included a sample timeline for the upcoming plan year.

2011/12	Service
June, 2011	<ul style="list-style-type: none"> ■ Strategic Planning Meeting ■ Discuss objectives of the City; review benefit administration system to assist with open enrollment
July, 2011	<ul style="list-style-type: none"> ■ Provide the City with experience updates for the Dental and Vision plans. Prepare renewal projections for the upcoming plan year.
August, 2011	<ul style="list-style-type: none"> ■ Present Dental and Vision renewals for 2012 contract year ■ Review Dental and Vision contracts for the 2012 contract year
September, 2011	<ul style="list-style-type: none"> ■ Follow up with City on any outstanding renewal items for 2012 contract year ■ Provide an updated report on the progress of Healthcare reform
December, 2011	<ul style="list-style-type: none"> ■ Provide a 4th quarter update on Health Care Reform
January, 2012	<ul style="list-style-type: none"> ■ Report on implementation of any new plans or programs adopted during the City renewal process.
February, 2012	<ul style="list-style-type: none"> ■ Provide a 1st quarter update on Health Care Reform
March, 2011	<ul style="list-style-type: none"> ■ Provide report on any relevant enrollment shifts within the City dental or vision plans
April, 2012	<ul style="list-style-type: none"> ■ Provide 2nd quarter update on Health Care Reform



6. *Detail of services that will be provided to the City.*

Service Excellence™

The ability to develop trust with our clients and become an invaluable resource to their Human Resources and Finance departments is driven by the strength of our proven Service Excellence™ process. Service Excellence™ is delivered through our four core competencies:

- Strategic Benefits Planning
- Aggressive Cost Control
- Employee Education and Advocacy
- Compliance and Administrative Experience

While the employee benefits world has become increasingly complex and challenging, our clients consistently praise our ability to simplify the process by expertly managing these core competencies. Each competency in our Service Excellence™ process is further organized into our **Scope of Services** – 16 distinct areas of expertise, all offered as our standard core services:

STRATEGIC BENEFITS PLANNING	AGGRESSIVE COST CONTROL	EMPLOYEE EDUCATION AND ADVOCACY	COMPLIANCE AND ADMINISTRATIVE EXPERIENCE
ASSESS Employee Benefit and Employer Service Needs	NEGOTIATE Benefit Plan Renewals	ORCHESTRATE Benefit Plan Enrollment and Implementation	IDENTIFY and Support Regulatory Compliance Responsibilities
FORECAST and Benchmark Benefit Plan Costs	EXPLORE Market Options	EDUCATE Employees on Their Benefits	OUTLINE Procedures for Ongoing Plan Administration
DESIGN Competitive, Cost Effective Benefit Plans	EVALUATE Outsourcing and Technology Solutions	ASSIST Employees with Unresolved Carrier Issues	MONITOR Carrier Performance
DEVELOP Strategic Client Service Plans	CREATE Awareness of Proprietary Risk Pools	ADVOCATE Wellness and Healthy Lifestyles	COORDINATE Internal and Third Party Processes

On the following pages, we have illustrated how each service outlined in “Agent Scope and Responsibilities” of the City’s RFP will be met by one of our core services.

Strategic Benefits Planning

ASSESS Employee Benefit and Employer Service Needs

We develop an in-depth understanding of your current benefit plans, work site and employee profile, and benefit strategies. Using this information, we assist you to articulate your benefit program needs, priorities and imperatives.

FORECAST and Benchmark Benefit Plan Costs

To ensure that the City’s costs and employee contributions are competitive, we will analyze and forecast plan costs using market and industry-specific data. We will use the best information compiled from our own proprietary data resource, as well as all employee benefits industry surveys, to compare your benefit plan structure and cost with peer public entities.

- 4. Assist the City with reviewing claims data and determining premium impact of any coverage changes.
- 16. Analyze the report utilization trends and cost. Help to provide management and staff overview education on how best to utilize and limit premium increases.

DESIGN Competitive, Cost Effective Benefit Plans

Armed with up-to-date information on industry benchmarks, insurance carrier product pricing and your objectives, we lead a collaborative process to develop or update benefit plans for employees, their dependents and retirees.

1. *Advise and assist the City in evaluating and selecting among coverage alternatives such as plan coverages, deductibles, co-payments, out-of-pocket payments, etc.*
8. *Assist the City with Benefit Plan Design to contain cost and maximize benefit effectiveness.*

DEVELOP Strategic Client Service Plans

We apply the knowledge gained from our needs assessment, benchmarking results, and plan design objectives to develop a Client Service Plan, a formal document that identifies services and deliverables we will provide to you throughout the plan year and provides a look back on services provided and projects completed.

Aggressive Cost Control

NEGOTIATE Benefit Plan Renewals

Armed with intensive market knowledge, comparative renewal data from other clients, records of service performance and robust technical expertise, your Wells Fargo Insurance Services account team will be diligent in using our underwriting expertise to aggressively negotiate on your behalf to provide a fair and competitive renewal.

7. *Assist the city with Benefit Renewals through ensuring that all providers that meet City needs receive proposals and seek alternative coverage if requested.*

EXPLORE Market Options

When necessary, we will provide a comprehensive carrier marketing analysis based on your needs assessment. It will encompass your goals and objectives – meeting budget constraints, providing a competitive plan design, reviewing network accessibility, and providing expected customer service.

9. *Assist with setting up the renewals timing schedule annually. Assist with writing, reviewing, analyzing, and presenting Requests for Proposals during renewals. Provide side by side reporting for City review. Prepare and/or review and advise on contract renewals.*

EVALUATE Outsourcing and Technology Solutions

We recognize that technological capabilities and expertise are an essential part of creating efficiency for most employers. We have developed internal technology solutions and cultivated strategic partnerships with major vendors who offer advanced solutions. We assist you to determine if outsourcing is necessary and what technology services might be required.

CREATE Awareness of Proprietary Risk Pools

When applicable, benefits cost can be reduced or additional benefits provided by creating or joining a pool of employers whose risk can be underwritten as a group. These risk pools include industry associations, affinity groups, carrier-developed products from targeted market segments and General Agent programs.

Employee Education & Advocacy

ORCHESTRATE Benefit Plan Enrollment and Implementation

During open enrollment, your client service team will ensure a well-executed and thoroughly managed implementation of any carrier transitions, if applicable. We will instill confidence that employees and retirees will have the information and tools needed to comprehend their benefits and the overall value of their benefits program.

EDUCATE Employees on their Benefits

Your account team delivers employee/retiree education regarding the benefits package, what providers to use, how billing works, and who to call with questions. Open enrollment meetings and timely communication pieces can be practical means of educating your employees on their benefits program and ways to maintain health.

10. Coordinate and conduct routine employees benefits fairs and periodic wellness information seminars.

ASSIST Employees with Unresolved Carrier Issues

Resolution of employee carrier issues is an integral part of every benefits education campaign we develop for our clients. We realize, however, that occasionally the normal member service channels may not deliver timely or accurate resolution of an issue for an employee. When that occurs, your account team will work in partnership with the City's Human Resources department to elevate the issue appropriately within the carrier's organization for effective resolution.

5. Assist the City as requested in submitting claims and interpreting coverage as applied to claims.

ADVOCATE Wellness and Healthy Lifestyles

Employers are striving for a healthier workforce, which translates into improved productivity, reduced absenteeism and longer-term cost savings. To meet this goal, we provide clients with an orientation to the employer's emerging role in wellness. We present organized information and resource materials for the building blocks required for a comprehensive wellness program, including vendor evaluation and selection.

Compliance and Administrative Experience

IDENTIFY and Support Regulatory Compliance Responsibilities

Your account team, supported by staff ERISA attorneys, identifies requirements for keeping your plan in compliance with federal, state, and municipal laws and regulations governing employee benefits plans. Additionally, we assist you with details of interpreting regulations when it is within the scope of our license.

6. Assist with COBRA/HIPAA administration audits, 5500s, forms and questions as needed.
11. Provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.

OUTLINE Procedures for Ongoing Plan Administration

We coordinate responsibilities and procedures for your Human Resources staff who administer employee additions, terminations, COBRA pricing, eligibility, billing reconciliation, escalation of employee issues, carrier relations and periodic reporting. We research and respond to questions on administrative topics or with an outsourcing partnership.

2. *Review coverage documents and invoices to assure coverage has been correctly issued and billed.*
3. *Advise the City on potential gaps or overlaps in coverages.*
13. *Establish relationships with those providers that will most greatly benefit the needs of the City of Moreno Valley.*
15. *Prompt response to questions and requests is an absolute requirement. It is expected that there will be more than one individual within the firm capable of addressing possible concerns of the City.*

MONITOR Carrier Performance

We monitor your strategic carrier partners' service levels, financial stability, and accuracy in contracts and/or materials provided.

COORDINATE Internal and Third Party Processes

We will coordinate information exchanges and monitor transaction accuracy between you and your vendors to ensure that the performance of vendor services meet your expectations.

12. *Provide advice on data practice, records retention and privacy issues. Research benefits questions and provide advice to the City as needed.*
14. *The successful candidate will be in contact with the City's Human Resources Director and Human Resources Department staff in all matters as they relate to benefit insurance for the City. Said candidate will also be required to address the City Council or City staff as the need arises.*



Benchmarking/Actuarial Services

Your Wells Fargo Insurance Services account team has access to a wide variety of forecasting tools, calculators and reports that can help analyze plan performance and assist in strategic planning and the decision-making process. Some of these tools include: Midpoint Trend Calculator, Claims Utilization Benchmarks, Plan and Rx Plan Change Pricing Calculators, Pre-Renewal Projection Calculator, and ASO Claim Projections.

We offer both actuarial and underwriting services to monitor the financial performance of the City's plans and conduct annual reviews on your behalf. It is customary for your account team to conduct their own underwriting analysis and, when appropriate, to use that in negotiations with the carrier. Our standard procedure is to determine our own pricing and communicate in advance of receiving any renewal from your vendors. We survey all national vendors by product to determine external or industry trends. We base our projection on both internal and external trend data and use that information to successfully negotiate the best deal for our clients.

The senior staff members of your account team have years of experience with claims and financial analysis, including underwriting expertise. We will review and analyze claims and utilization reports provided by each carrier and provide quarterly summary reports, as well as annual detailed reports. With each, we will provide our observations and identify any emerging trends, so that we can develop our strategy on possible solutions to address those issues. For more in depth data mining: for prescription drug claims we have a proprietary program through our Wells Fargo Pharmacy Solutions division and for medical claims we have access to reputable industry programs such as D2-Hawkeye and Zywave.

Renewal Approach

Our approach to renewals is based upon a three-way partnership between the City, Wells Fargo Insurance Services and each carrier or vendor. Armed with intensive market knowledge, comparative renewal data from other public sector clients, records of service performance issues and robust technical expertise, you can be comfortable in the knowledge that your account team will be diligent in aggressively negotiating on your behalf to provide a fair and competitive renewal.

To demonstrate how this partnership approach ensures a timely and effective renewal process, below we have included a sample timeline for a fully-insured medical insurance renewal based on a client of the City's size and complexity.

Sample Renewal Timeline Tasks	Typical Deadline Days from Renewal Date
Pre-Renewal Strategic Planning meeting: Discuss evaluation of prior plan year's renewal and goals for current plan year's renewal	180 days
Wells Fargo Insurance Services requests renewals from carriers	150 days
The City provides current census data	120 days
Wells Fargo Insurance Services distributes marketing specifications (RFP) to carriers for alternative bids, if necessary	120 days
RFP and Renewal deadline: Wells Fargo Insurance Services evaluates proposals, negotiates with carriers, and prepares renewal/marketing report	90 – 100 days
Present renewal and marketing results to the City	75 – 90 days
The City and Wells Fargo Insurance Services make final decisions on carrier selection, plans and employee contributions	60 – 75 days

Overall, we know that service performance and flexibility are key components of each carrier or vendor relationship. We will assess if the carrier partner is fulfilling your appropriate level of satisfaction in these areas on an ongoing basis. When performance guarantees are in place, we will review each area of the agreement to assess whether or not the carrier has met expectations. If they are not performing to your standards, we will strategize with you to determine the appropriate course of action at the next renewal.

When necessary, we will provide a comprehensive carrier marketing analysis based on your needs assessment. It will encompass your goals and objectives – meeting budget constraints, providing a competitive plan design, reviewing network accessibility, and providing expected customer service.

Together, we will determine whether marketing the City's benefit plans is warranted based on each carrier's service performance, administrative or network issues, and your budget expectations.

Marketing

Once the strategic benefits plan has been established with marketing or budget needs identified, we will manage the entire marketing, contract/rate negotiation, implementation, compliance and contract review process. Our recommendations will always be based on our determination of the carriers and/or vendors that present the best match for your overall objectives.

In most cases, the amount of premium we place with the insurance markets place us at the top of their brokerage relationships. This high level of volume and market advantage allow us to provide our clients with an exceptional level of negotiating leverage in the prompt resolution of employee or administrative issues, as well as the marketing and placement of their insurance programs.

Marketing Philosophy

Our consulting approach is always to assure that the City's objectives are being met, including comprehensive coverage at a fair price with financially sound and quality insurers. Many brokerage or consulting firms operate on the notion that marketing their clients' plans every year meets this objective and validates their services to the client. At Wells Fargo Insurance Services, we know the value of strong relationships. When carrier service is good, we believe continuity in the interest of establishing a long-term relationship benefits our clients.

However, we also know there are times when undertaking a market survey is the appropriate action. We feel a marketing review is in order when one or more of the following occur: 1) the product or network do not meet your objectives; 2) cost is not competitive; 3) financial stability of the carrier is in question; and/or 4) service is deficient. When a marketing review is needed, we will jointly establish objectives with the City and utilize our expertise, extensive market knowledge, and carrier leverage to conduct a comprehensive assessment based on your objectives.

We offer the following services to effectively and efficiently manage the entire marketing process:

Request for Proposal (RFP) Development and Submission

- Develop and assemble RFP specifications based on the City's needs assessment
- Identify all qualified carriers/vendors
- Submit RFP to all qualified carriers/vendors
- Manage carrier/vendor queries in an efficient and timely manner, working closely with carriers/vendors to ensure their proposals reflect requested parameters, based on the plans they are able to offer



Proposal Analysis

- Review proposals and evaluate carrier/vendor responses based on the criteria set by the City and Wells Fargo Insurance Services
- Follow up with carriers/vendors for missing information
- Preliminary negotiations of fees and premiums with carriers/vendors chosen for finalist stage
- Present findings with options and recommendations to your Human Resources staff and management

Final Negotiations

- Negotiate rate and performance guarantees with chosen carriers/vendors
- Schedule site visits with carriers/vendors (if necessary) or finalist interviews
- Check carrier/vendor references of active and terminated clients
- Notify carriers/vendors of selection and confirm costs

Our recommendations will always be based on our determination of the carriers and/or vendors that present the best match for the City's overall objectives, including:

- Carrier / Vendor's network access for all benefit plans
- Ability of the carrier / vendor to control costs
- Level of service, including claim and other related performance guarantees
- Administrative capabilities and flexibility
- Carrier / Vendor's installation resources and track record
- Needed data reporting capabilities and the carrier / vendor's demonstrated quality of care initiatives
- Evaluation of alternative funding mechanisms based on the City's risk tolerance

Cost Control Strategies

We are fully aware that cost is a key factor in developing any strategic benefits plan and that solid financial management is of critical importance to the City.

We specialize in servicing clients of your size. Our financial expertise and strong carrier relationships have allowed us to achieve superior cost savings and deliver competitive insurance rates to clients like the City for many years. While we cannot guarantee savings for your benefits program, we can guarantee the same level of comprehensive financial analysis and diligent effort to achieve the most cost savings possible for you.

Financial management and analysis of claim and utilization data is a valuable cost control service that we offer. Our goal is to monitor and interpret key financial data to guide you in budget planning, renewal negotiation, and plan design. Our expertise in servicing clients of your size allows us to understand the delicate balance you encounter between embracing innovative strategies and finding practical solutions.

Wells Fargo Insurance Services would conduct an initial evaluation of the City's current employee benefits solution which would help determine where cost savings could be realized.

The senior staff members of your account team have years of experience with claims and financial analysis, including underwriting expertise. We will review and analyze claims and utilization reports provided by each carrier and provide monthly summary reports, as well as annual detailed reports. With each, we will provide our observations and identify any emerging trends, so that we can develop our strategy on possible solutions to address those issues.

We monitor and report on large claims. Large claims reports are supplied quarterly, but can be requested on a monthly basis. We also provide case management and disease management effectiveness and utilization reports. Large case management is provided by your best-in-class carriers. We will work with them to monitor and support their services. In addition to large claims reports, we also monitor stop loss/pooling levels, Rx reports and trends, diagnosis and treatment reports, and more.

Methods of Reducing Costs

Escalating health care costs have created great challenges for many of our clients. We take great pride in our ability to lower our clients' overall expenditures for Health and Welfare Benefits, even in difficult economic times. Below are some of the strategies that we have implemented for our clients to reduce costs and their associated estimated savings:

Description	Estimated % Savings
Vendor, product changes; eliminate choice	0.5 - 15%
Funding changes	
■ Self insurance, partially self-funded, minimum premium plan, participating contract	0.5 - 5%
■ Self fund portion of high deductible	0.5 - 2%
Benefit or coverage level changes	Varies
Multiple product discounts	1 - 2%
Premium Networks (based on outcomes - open or closed) and benefit tiers	1 - 3%
Limited Network	5 - 7%
Inclusion of Wellness Benefits	
■ Reduction of Trend - High level completion of Health Risk Assessment, Coaching, HDHP enrollment	1 - 5%
■ Medical renewal caps - High level completion of Health Risk Assessment, Coaching, HDHP enrollment	5 - 10%
■ Smoking cessation program with incentives/penalties	----
■ Promote better health decisions and outcomes - cancer screenings, exercise, nutrition, biometric screening	1 - 3%
Medical/Rx analysis or audits	1 - 3%
Predictive/proactive modeling	Varies
Coalition Purchasing	3 - 5%
Dependent Audit	< 1%
Eliminate dependent dual coverage/require primary coverage	Varies
Drive enrollment to lower cost plan through employee contribution	Varies
Eliminate enrollment though opt out credit	Varies
Flex credits	Varies
Create Risk pool	5 - 10%



Compliance Services

Wells Fargo Insurance Services' assurance to all of its clients is to be proactive, efficient, and effective in keeping them abreast of ever changing regulatory and compliance related matters. We believe informed clients are satisfied clients. An integral component of our Employee Benefits practice is our in-house Compliance Department staffed by eight ERISA attorneys and two paralegals whose sole responsibilities are to address clients' compliance needs.

Our Compliance Department is responsible for researching, interpreting and providing guidance to clients and their staff on existing and proposed federal, state and local laws impacting group health plans and their administration. The Compliance Department works in conjunction with our Employee Benefit Service Teams and our clients' Human Resources departments, in-house legal counsel and outside legal counsel (when applicable) to ensure that our clients stay informed of regulatory developments and are provided with the tools to comply with existing and developing legislation.

Some of the services provided by our Compliance Department are outlined below:

Health & Welfare Compliance Review

Our Compliance Department will conduct a Compliance review of the City's Health and Welfare Benefit Plans. Our review includes a review of your administrative practices, recordkeeping policies and plan sponsor/plan administrator obligations under ERISA, COBRA, HIPAA, Medicare, Cafeteria Plans, IRS regulations and federal and state leaves.

Contract Review

We will review all of your contracts and service agreements to ensure the terms and conditions are favorable to the City and their group health plans. We will also interact with insurance carriers' or third party vendors' legal departments or counsel to negotiate the terms of contracts or service agreements that are not favorable to the City. Contract review will be handled by your account team with assistance from our compliance department when necessary.

Nondiscrimination Testing

We will collect all the necessary data to perform nondiscrimination testing on an annual basis for your premium only plan, FSA plans, and self-funded plans, when applicable. We will provide a comprehensive report and recommendations on the results of the nondiscrimination tests. We will also review nondiscrimination test results performed by a third party to verify their accuracy and provide recommendations when required, if the plans fail nondiscrimination tests.

Summary Plan Description (SPD) Review and Preparation of a Wrap-Around Summary Plan Description (SPD Wrap)

Your account team, together with our Compliance Department, will review all of your Summary Plan Descriptions (SPDs) and plan documents for welfare and fringe plans to ensure they comply with federal and pertinent state laws. If deficiencies are identified, we will draft a Wrap-Around Summary Plan Description for your group health plans for dissemination to plan participants. We will coordinate delivery of all SPD's and Plan Documents with each carrier to the City.

Compliance Updates

Our Compliance Department works very closely with federal and state regulatory agencies such as the Internal Revenue Service (IRS), the Department of Labor (DOL-EBSA), the Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services (CMS) and state Departments of Insurance to assure our clients have access to the most recent regulations impacting their group health plans and their interpretations.

Additionally, we use resources such as Westlaw, the Bureau of National Affairs, and CCH to track legislative developments. Your Wells Fargo Insurance Services Account Team will notify the City's Human Resources staff directly when new or pending legislation arises that will have an impact on your plans.

We will also notify the City of legislative and regulatory updates and assist you in complying with new developments via the following services:

Monthly Legislative Updates

Newsletters written by our ERISA attorneys that summarize regulations as they are written and released to the public. All of your Human Resources Department and other individuals designated by the City will receive Wells Fargo Insurance Services' Monthly Legislative Update, which discusses legislative updates at a federal, state (all 50 states) and local level. Our Updates are automatically emailed on a monthly basis to your Human Resources Department and other designated staff.

Compliance Seminars

We conduct legislative compliance seminars live or via webcast on a quarterly basis to keep our clients up-to-date on federal and state requirements impacting employee benefits programs. In addition, we also host periodic seminars addressing developments in the health care industry.

The following is a list of previous seminar topics sponsored by Wells Fargo Insurance Services:

- Consumer Driven Health Plans- Understanding HSAs and HRAs
- HIPAA Privacy and Security Compliance
- Administration of Federal and State Leaves
- Year End Legislative Update
- Understanding and Implementing Wellness Programs

Virtual Events

Keeping your Human Resources/Benefits staff informed and up-to-date is of primary importance to Wells Fargo Insurance Services. In addition to our regular compliance updates and trainings, our Virtual Events make it easy for our clients to attend our timely and informative seminars and programs via the Internet. There is no additional cost for these training sessions.

Below are just some of the seminars and programs that have been offered to Wells Fargo Insurance Services clients via Virtual Events:

- Health Care Reform: What's Next for Employers?
- What Happened Over the Holidays: A Quick Benefits Compliance Update
- Insurance Industry Insights in a Turbulent Marketplace
- Benefits for Globally Mobile Employees – Do You Have It Right?
- Specialty Pharmaceutical Pipeline and Management Strategies
- HIPAA Privacy and Security – What Employers Really Need to Know Post-HITECH
- Immigration and Its Impact on Employment Law
- Mental Health Parity: Complying with the New Final Regulations
- Managing the Family Medical Leave Act
- Wellness That Works: Your Guide to Workforce Health Promotion
- Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)
- Congress, President Obama, and Insurance Reform
- Details of Just-Released House and Key Senate Health Reform Legislation
- Rescuing Clients from Excessive Health Care Costs



- Mid-Year Legislative Update
- Progressive Plan Design Strategies
- Update on Health Care Insurance Reform
- Protect Your Children from Obesity, Heart Disease and Learning Disabilities
- Renewal Negotiations
- Aligning Your Human Resources Documents with Employee Benefit Insurance Documents
- Weight Loss: Is It Possible?
- Protecting Your Balance Sheet: Attention on Health Benefits
- HITTECH (HIPAA) Breach Notification Rule
- Overcoming Compliance Hurdles When Implementing Wellness Programs
- Benefits Compliance: A Year in Review

Health Care Reform Advisory Services

Wells Fargo Insurance Services' Health Care Reform advisory services are designed to help our clients understand the legislation, determine the impact on their organization, and develop the appropriate action steps to remain compliant and meet their organizational objectives. Our compliance team is tasked with tracking state and federal legislation. The team helps our clients understand their responsibilities as plan sponsors and provide solutions to help clients meet these responsibilities.

The benefits compliance consulting practice regularly prepares and distributes printed materials concerning health care reform, and the guidance that is being issued, through our award-winning CyberSure® portal. We regularly conduct virtual events on a wide variety of benefits compliance issues to keep our clients informed of developments.

Wells Fargo Insurance Services is utilizing several different approaches to communicate the impact of this legislation. Information and requirements regarding the many changes included in the legislation are still unknown and they are trickling out as regulations are written. This flow of information will continue over the next several years as components of this bill are implemented.

Health Care Reform Webinars

Hosted by our benefit attorneys to provide real time information on regulatory changes and information on how these changes will impact employers.

These webinars have included:

- Health Care Reform: What's Next for Employers?
- Health Care Reform: Federal Reinsurance for Group Health Plans Covering Early Retirees
- Health Care Reform: Recent Developments
- Health Care Reform: Small Employer Health Care Tax Credit
- Health Care Reform: Play or Pay Mandate
- Leave Training

Health Care Reform Impact Analyzer (powered by CHROME)

Our proprietary Health Care Reform Impact Analyzer (powered by The Continuous Health Reform Optimizer and Management Environment, or CHROME) is a decision support tool designed to assist employers and their employees in navigating the new era of health benefits created by Health Care Reform.

The CHROME Process puts employer-specific information through a variety of modeling engines that are constantly being updated based upon changing regulations to produce an analysis framework that highlights the critical financial, compliance and compensation implications of Health Care Reform. It reveals potential financial exposures and, most importantly, provides strategic direction on how to deal with those exposures.

The CHROME process is composed of the following steps:

- Customize CHROME with Employer Specific Information
- Model Employer and Employee Impacts
- Educate Executive Team and Evaluate Options Using Customized Criteria
- Implement Desired Option with Integrated Communication and Administration Platform
- Report on Results Based Upon Financial and Human Resource Objectives
- Adjust Based Upon Changing Market Data and Regulatory Guidance

Communications

Effective benefits education for employees/retirees and advocacy for employee/retiree issues require ample time and resources, typically two commodities that Human Resources Departments can spare the least. We provide extensive assistance to overworked, understaffed Human Resources departments in this area.

By improving employee understanding of their benefits, we reduce employee/retiree inquiries to Human Resources. In addition, we are active and effective advocates for employees, retirees and Human Resources alike when the normal channels of customer service aren't working. By having these burdens taken on by Wells Fargo Insurance Services, Human Resources is allowed the time to complete other important tasks. In this way, many of our clients consider our account teams to be an extension of their Human Resources team.

We offer full service, customized communications consulting. We will partner with your Human Resources Department to establish a creative and consistent annual marketing and communication strategy/campaign delivered via a variety of media avenues and available in Spanish, if necessary.

We are prepared and equipped to communicate with your employees and retirees using various media, ranging from paper to electronic, from web conferencing to face-to-face employee group meetings. Following are some of the types of communications deliverables we offer on an ongoing basis:

Brochures and Forms

We will produce simple brochures and forms in-house. For more complex forms and booklets, we may work with a printing/fulfillment partner.

Benefit Summaries

We will create and maintain customized benefit summaries for each unique benefits package offered by the City.



PowerPoint Presentations

Customized PowerPoint presentations serve as the focal point for open enrollment meetings and can be delivered in as many different versions as required.

Employee Memos

Employee memos are designed at your request for various proactive purposes, including informing employees of a pending open enrollment, providing a preview of benefit plan changes, and outlining enrollment procedures.

Open Enrollment Meetings

We will collaborate with you to determine when and how enrollment meetings will be held and decide upon the most effective vehicle to communicate and educate employees/retirees about their benefits. We review and present the plans and any changes, giving employees/retirees the opportunity to ask questions to ensure that they clearly understand what the changes are and if there are any requirements on their part (e.g., obtaining pre-authorization for certain procedures).

Wallet Cards

We provide customized wallet cards which include a consolidated summary of all plans, group numbers and contact information.

Webcasts

In the event an employee or Human Resources meeting cannot be conducted face-to-face, we offer webcast capabilities.

Open Enrollment

Once a new carrier, plan or contribution strategy was decided upon, your Wells Fargo Insurance Services team would advise the new carrier of the plans and rates selected and also advise the current carriers of the termination date. We would then work with the City on the communications campaign, determining the best vehicles to educate employees on the new plans – meetings, webinars, print, conference calls, etc. Usually a variety of these options are used. We would work on creating or updating all communications materials, including announcement memos, benefit guides/tri-folds and PowerPoint presentations. We would order all carrier communication materials, including enrollment forms, benefit summaries, network directories, etc. We would then schedule the enrollment meetings and run them, utilizing carrier representatives where needed for specific information about their plans.

We would assist in getting enrollment data to the carriers in a timely manner, and confirm with carriers that I.D. cards were produced promptly. After the effective date, we would meet with the City's Human Resources team, along with the new carrier partners, to review their administrative processes. We would also review all new SPDs for accuracy before submitting to the City for distribution to employees. Our team would also be available to work through any transition issues throughout implementation and the first few months.

7. *Indicate current responsibilities of person designated to serve as lead contact for the City.*

Kristin Yokoyama manages and oversees the Wells Fargo Insurance Services Municipality Pool, ensuring all programs provide cost containment features for participating cities. In Kristin's current position, she is responsible for coordinating all communications of plan enhancements, new benefit offerings, and renewals. Her primary account responsibilities include overseeing the implementation of new products, negotiating renewals, establishing accruals for self-funded plans, and managing the daily service needs for clients. On an as needed basis, she has conducted focus groups, educating employees on their public sector benefits.

D. References

1. *List new clients and the clients that have left you within the last three years. Provide the contact names and telephone numbers.*

New Clients

Chadwick School

Liza Thieval, Human Resources Director
Phone: (310) 377-1543

City of Palos Verdes Estates

Alexa Davis, Administrative Analyst
Phone: (310) 378-0383

Superior Court of San Bernardino County

Susan Zenzen, Human Resources Benefits & Payroll Administrator
Phone: (909) 387-6447

Former Clients

Metropolitan Water District of Southern California

Stephen Lem, Employee Relations Unit Manager
Phone: (213) 217-6020
Reason for Relationship End: Project ended

Los Angeles Community College District

Susan Aminoff, Los Angeles College Faculty Guild
Phone: (310) 383-5697
Reason for Relationship End: Project ended

2. *List of cities you currently represent and for what type of service. Provide the contact names and telephone numbers.*

Wells Fargo Insurance Services brokers and consults with 150 cities throughout the state. 60% of these municipalities are in Southern California. A partial list is included in our response to question B4. In addition to our references provided, we are happy to provide you with contact information for our other clients.

3. *Provide the contact names and telephone numbers of five (5) clients in the State of California with whom you have had a working relationship, as a reference for the City. Include the number of participants for each group. (Preferably, the references should be governmental units.) Include two groups that recently terminated coverage.*

Current Clients

City of Corona (698 participants)

Edelia Carney, Human Resources/Risk Manager
Phone: (951) 279-3501

City of Indio (250 participants)

Regina Hawkins, Human Resources Coordinator
Phone: (760) 391-4054

Wells Fargo Insurance Services



City of Monterey Park (470 participants)

Deona Knight, Human Resources Analyst
Phone: (951) 461-6004

Jeff Price, Human Resources Director
Phone: (951) 461-6432

City of Murietta (336 participants)

Robert Blackwood, Director, Human Resources & Risk Management
Phone: (626) 307-1345

City of Palm Springs (420 participants)

Perry Madison, Human Resources Director
Phone: (760) 323-8218

City of Santa Barbara (1,000 participants)

Clare Turner, Benefits Analyst
Phone: (805) 564-5442

City of Temecula (169 participants)

Denise Lanier, Human Resources
Phone: (951) 302-4151

Former Clients

Please see our former clients listed under our response to question D1.

E. Conflict of Interest

1. *Disclose any conflicts or perceived conflicts of interest.*

Wells Fargo Insurance Services does not know of or anticipate any conflicts of interest in remaining the broker of record for the City of Moreno Valley.

2. *Identify what procedures your firm utilizes to identify and resolve conflicts of interest.*

Wells Fargo Insurance Services takes the subject of conflict of interest very seriously. All employees must avoid conflicts of interest or appearances of such. If a conflict or potential conflict arises, employees are to contact the Wells Fargo Code Administrator for disclosure and approval of the possible conflict. These issues may then be brought before the Wells Fargo Management Committee or Ethics Committee.



F. Previous or Current Engagements with the City

1. List of previous or current engagements with the City of Moreno Valley.

Wells Fargo Insurance Services is currently the broker of record for the City of Moreno Valley's Employee Benefits Program.

2. Describe what lead to the end of the engagement.

Wells Fargo Insurance Services' engagement with the City of Moreno Valley is currently in place.

Sample Standard Compensation Disclosure

Insurance is a highly regulated, competitive industry that fuels the U.S. economy and protects individuals and commercial entities from losses. There is nothing more important to our industry and to Wells Fargo Insurance Services than maintaining the trust of our customers and conducting business with the utmost integrity. We believe that our leadership role on disclosure should tie directly to our core values. Among these we state that we:

- Value and reward open, honest, two-way communication
- Do what is right for the customer
- Talk and act with the customer in mind
- Exceed our customers' expectations

Wells Fargo Insurance Services is proactively providing customers with complete transparency on standard and contingent commission income. Wells Fargo Insurance Services is taking a leadership role using the new National Association of Insurance Commissioners (NAIC) model act.

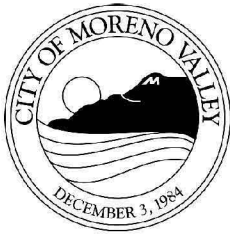
We receive compensation from the insurance companies we represent when placing your insurance. Our compensation is usually a percentage of the premium you pay for your insurance policy or bond (a "commission"), which is paid to us by the insurance companies for placing and servicing your insurance or bonds with them. Intermediaries, such as wholesale brokers, may sometimes be used to access certain insurance companies. Such intermediaries will allocate a portion of the compensation from the insurance companies to us and may, in some cases, be an affiliated company.

We receive payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses. We earn interest on premiums received from you and forwarded to the insurance companies through our bank accounts.

Some of the insurance companies we represent may pay us additional commissions, sometimes referred to as contingent or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time.

The amount of premium you pay for a policy may change over the term of the policy. For example, your endorsement requests will affect the premium. Should the premium for any of your policies change, the amount of compensation paid to us by the insurance company would change accordingly.

It is the policy of Wells Fargo Insurance Services to provide transparency of our sources of income in our relationships with our customers. We will provide disclosure on the source, the type, and calculation of our compensation for each customer prior to their purchase of insurance. This disclosure will include sources of income to the retail operation and include income generated when a placement is made with a subsidiary of Wells Fargo Insurance Services.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>MS</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: September 27, 2011

TITLE: APPROVAL OF THE INTEGRATED GENERATION MANAGEMENT PROJECT, ICE BEAR DEPLOYMENT AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA) AND THE CITY OF MORENO VALLEY ELECTRIC UTILITY (MVU)

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority and the City of Moreno Valley Electric Utility (MVU).
2. Authorize the City Manager or his designee to execute the Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority (SCPPA) and the City of Moreno Valley Electric Utility (MVU).
3. Approve the appropriation of \$62,500 from the MVU Public Purpose Fund for the first year of the program.

BACKGROUND

SCPPA was formed in 1980 as a joint powers authority to finance the acquisition of generation and high-voltage transmission resources for its members. Today, the twelve SCPPA members include the cities of Anaheim, Azusa, Banning, Burbank, Cerritos, Colton, Glendale, Los Angeles, Pasadena, Riverside, Vernon, and the Imperial Irrigation District. Combined, SCPPA members deliver electricity to over 2 million residential and business customers that encompasses an area of approximately 7,000 square miles. SCPPA's role has evolved over the years to include legislative advocacy at the state and national levels, and cooperative efforts to reduce costs and improve operating efficiencies for members.

In December 2009, SCPPA entered into a Purchase and Sale Agreement with Ice Energy, the company that developed and manufactures the Ice Bear. The Board of Directors of SCPPA voted to allow non-SCPPA members to participate in the Ice Bear Project, and developed the Deployment Agreement for non-members.

The Ice Bear Project involves the procurement, acquisition, deployment, and commissioning of Ice Bear energy storage units which reduces peak demand and conserves daytime energy generation resources by shifting peak load energy usage to off-peak hours. This is accomplished by producing ice at night, and using the ice to cool refrigerant and provide air conditioning during the day. Ice Bear units are codified by the California Energy Commission as a building energy efficiency measure, and a LEED building enabling technology. MVU's goal is to utilize this utility scale energy storage application by deploying up to 10 Ice Bear units at locations where it benefits not only the customer, but also the utility by improving the efficiency of the electric distribution system.

SCPPA and its member utilities have performed heavy research on distributed energy storage, including five years of internal testing of the Ice Bear technology. There are Ice Bear demonstration units in the cities of Anaheim, Azusa, Burbank, Glendale, Los Angeles, Pasadena, and Riverside, and in the service territories of the Imperial Irrigation District, SDG&E, SCE, and PG&E. The research and analysis has shown that there are no alternative technologies that deliver peak load shifting within a packaged solution that is energy efficient, has zero water usage, has dispatch and control capabilities, and provides customers with little or no inconvenience when installed.

DISCUSSION

Under this project, MVU would install Smart Grid-Enabled, Peak Load Management in the form of up to 10 networked Ice Bear units. MVU staff will work with Ice Energy to identify the best possible site(s) for Ice Bear units. This project will be the first aggregated, utility-scale distributed resource of its kind in Moreno Valley.

SCPPA will act as Project Manager, with the duties and responsibilities of the following:

1. Work with MVU to develop a project plan, including cost estimates, schedules, and arrangements for delivery of the Ice Bear units.
2. Coordinate with MVU regarding events that may affect the planning and development work, costs, deployment, or schedule.
3. Work with MVU to review and approve plans, cost estimates, budgets, and schedules.
4. Work with MVU to comply with any pertinent laws and/or regulations.
5. Keep and maintain records of monies received and spent.
6. Enforce all claims against contractors, subcontractors, suppliers, consultants, and others.
7. Prepare a final completion report.
8. Not permit any unsatisfied liens or incurrence of deployment and operation costs to remain in effect.
9. Assist in the negotiations for and preparing all Project Agreements.
10. Determine the advisability of incurring deployment and operation costs to carry for the deployment of the units.
11. Buy and maintain insurance coverage.
12. Conduct all other activities deemed necessary to complete work.

Either party may unilaterally terminate this agreement at any time with 30 days written notice. Any outstanding costs will be paid, and any funds leftover will be returned to MVU.

The cost per kW offset is \$2,170; it is assumed that the average unit offset will be 9 kW. In addition to the per unit cost, there is a development cost of \$1,000 per unit, and a maintenance fee of \$500 per unit per year (five years paid in advance) also payable to SCPPA. The development cost reimburses SCPPA for certain development costs incurred during the development phase of this project. Including any applicable sales taxes and regulatory fees, the initiation fee is set at \$25,000 per unit, to be paid upon the order of each Ice Bear unit. SCPPA will hold the funds in a separate account and pay Ice Energy incrementally as units are acquired, deployed, and commissioned. The funds used for the Ice Bear project will be Public Purpose Funds.

ALTERNATIVES

1. Approve the Integrated Generation Management Project Ice Bear Deployment Agreement between the Southern California Public Power Authority and the City of Moreno Valley and authorize the City Manager or his designee to execute the Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority (SCPPA) and the City of Moreno Valley Electric Utility (MVU). *The approval of the Agreement will benefit electric utility customers by shifting energy consumption to off-peak hours, and provide utility system benefits by improving distribution system reliability and reducing congestion by permanently reducing peak demand.*
2. Do not adopt the Integrated Generation Management Project Ice Bear Deployment Agreement between the Southern California Public Authority and the City of Moreno Valley and do not authorize the City Manager or his designee to execute the Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority (SCPPA) and the City of Moreno Valley Electric Utility (MVU). *The City's electric customers would not be able to shift energy consumption to off-peak hours, and the electric utility's distribution system would not benefit.*

FISCAL IMPACT

The total cost of the program is \$250,000 if all ten Ice Bear units are deployed. The goal is to deploy up to ten units over four fiscal years, beginning this fiscal year. The collection of Public Purpose fund is required by existing law, and MVU has existing funds set aside.

<u>Fund/Business Unit</u>		<u>Description</u>		<u>2011-12 Adopted Budget</u>	<u>Requested Appropriation</u>	<u>2011-12 Revised Budget</u>
00601- 61010	Electric Utility - Public Purpose Program	6641.648	Other Machine/ Equipment	\$ -	\$ 62,500	<u>\$ 62,500</u>

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

Create a positive environment for the economic development within the community.

NOTIFICATION

Posting of Agenda

ATTACHMENTS

Attachments: *Integrated Generation Management Project Ice Bear Deployment Agreement between the Southern California Public Power Authority (SCPPA) and the City of Moreno Valley*

And for reference:
Ice Bear Unit Purchase and Sale Agreement between Ice Energy California (Installation), LLC and the Southern California Public Power Authority(SCPPA)

Prepared By:
 Jeannette Olko
 Electric Utility Division Manager

Department Head Approval:
 Chris A. Vogt, P.E.
 Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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ICE BEAR UNIT PURCHASE AND SALE AGREEMENT

between

ICE ENERGY CALIFORNIA (INSTALLATION), LLC

and

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

dated as of

[December 17, 2009]

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EXHIBITS

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Exhibit B	Seller's Wire Transfer Instructions
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Exhibit D	Form of Installation Certificate
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Exhibit G	SCPPA Participants' Contact Information
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Exhibit I	Production Order Schedule
Exhibit J	Form of Letter of Credit
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Exhibit L	Insurance
Exhibit M-1	Form of Maintenance and Verification Services Agreement between the Purchaser and Ice Energy Operations
Exhibit M-2	Form of Maintenance and Verification Services Agreement between a SCPPA Participant and Ice Energy Operations

ICE BEAR UNIT PURCHASE AND SALE AGREEMENT

This Ice Bear Unit Purchase and Sale Agreement (this “*Agreement*”), dated as of [December 17, 2009] (the “*Effective Date*”), is made and entered into among **Ice Energy California (Installation), LLC**, a Delaware limited liability company (the “*Seller*”), **Southern California Public Power Authority**, a California joint powers authority (the “*Purchaser*”), and, solely with respect to Section 2.10, **Ice Energy California (Operations), LLC**, a Delaware limited liability company (“*Ice Energy Operations*”).

RECITALS

WHEREAS, the Seller is an energy technology company that develops and manufactures smart grid enabled energy storage technologies that are used by utilities for peak load management;

WHEREAS, the Seller has developed and manufactures a distributed energy storage unit generally comprised of an ice make condensing unit, an ice storage tank, an ice cooling circuit, associated controls and sensors, and related installation equipment (each, an “*Ice Bear Unit*”);

WHEREAS, the Ice Bear Units are listed by the California Energy Commission as an Alternative Compliance Measure under California’s Title 24 Building Energy Efficiency Standards; and

WHEREAS, the Seller desires to manufacture, supply, deliver, install, commission and sell to the Purchaser, and the Purchaser desires to purchase from the Seller, Ice Bear Units upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. As used in this Agreement, the following defined terms have the meanings set forth below:

“*Acceptance Criteria*” means the acceptance criteria set forth on the Installation Certificate.

“*Affiliate*” means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether

through the ownership of voting securities, by contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto.

“Aggregate Purchase Quantity” means the Source Offset Capacity, which number shall be no more than the Maximum Aggregate Purchase Quantity.

“Agreement” has the meaning set forth in the preamble.

“Applicable Laws” or **“Laws”** means all applicable laws, statutes, rules, regulations, ordinances and orders of any Governmental Authority.

“Brown Act” has the meaning set forth in Section 15.3.

“Business Day” means a day other than a Saturday, a Sunday or a day on which commercial banking institutions in the State of California are authorized or obligated by Applicable Laws to be closed.

“Claim” means any demand, claim, action, investigation, legal proceeding (whether at law or in equity) or arbitration.

“Commissioned Unit” means an Ice Bear Unit that has satisfied the Acceptance Criteria.

“Commissioning Date” means, with respect to an Ice Bear Unit, the date set forth on the Installation Certificate for such Ice Bear Unit.

“Commissioning Dispute Notice” has the meaning set forth in Section 5.2.

“Commissioning Notice” has the meaning set forth in Section 5.2.

“Confidential Information” has the meaning set forth in Section 15.1.

“Connected A/C Unit” means a direct expansion air conditioner, process cooling, or refrigeration system to which an Ice Bear Unit is retrofitted pursuant to this Agreement or, if the Customer replaces HVAC equipment in conjunction with the installation of an Ice Bear Unit pursuant to this Agreement, then that equipment that was in use by the Customer immediately prior to such replacement, and commonly referred to, without limitation, as a packaged rooftop unit, split system, mini-split, single packaged vertical unit, heat pump, de-superheating, outdoor air tempering, computer room air conditioning and dehumidifying unit.

“CPRA” has the meaning set forth in Section 15.3.

“Cure Period” has the meaning set forth in Section 11.1(b).

“Customers” means with respect to each SCPPA Participant, such SCPPA Participant’s service customers.

“Delay Period” has the meaning set forth in Section 9.2.

“Dispute” has the meaning set forth in Section 16.1.

“Effective Date” has the meaning set forth in the preamble.

“Expiration Date” means the fifth (5th) anniversary of the Effective Date; provided that if any Ice Bear Units set forth on the Production Order Schedule have not been commissioned as of such date, the Expiration Date shall be extended to the Commissioning Date of the last Ice Bear Unit set forth on the Production Order Schedule.

“Governmental Authority” means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city, irrigation district or other political subdivision or similar governing entity.

“HVAC” means heating, ventilation and air conditioning equipment.

“Ice Bear Unit” has the meaning set forth in the recitals.

“Ice Energy Operations” has the meaning set forth in the preamble.

“Installation Certificate” means an installation certificate in the form attached hereto as Exhibit D.

“Installation Start Date” means the date set forth in a notice from the Seller to the Purchaser that the Seller will commence Ice Bear Unit installation and commissioning activities pursuant to this Agreement; provided, however, that in no event will the Installation Start Date be later than nine (9) months after the Effective Date.

“Intellectual Property” means all intellectual property rights, including (i) copyrights, patents, industrial design rights, trademarks, logos, slogans, corporate names, trade names, rights of priority, and applications and registrations for any of the foregoing, (ii) inventions, trade secrets, know-how, mask works, software, firmware, specifications, designs, drawings, processes, data, methodologies, ideas, concepts, inventions, plans, techniques, tools, hardware, works of authorship, and (iii) other proprietary information and technology.

“Key Employees” has the meaning set forth in Section 2.4.

“kW” means kilowatt, which is 1,000 watts.

“Letter of Credit” means an irrevocable letter of credit in the amount of Three Million Dollars (\$3,000,000), issued to the Purchaser by a Qualified Issuer, and in substantially the form attached hereto as Exhibit J.

“Liability Period” means the period of time beginning on the Effective Date and continuing through the date that is the fifth (5th) anniversary of the last day of the Term.

“Lien” means (i) any mortgage, charge, lien, pledge, hypothecation, title retention arrangement or other security interest, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation; (ii) any easement, servitude, restrictive covenant, equity or interest in the nature of an encumbrance, garnishee order, writ of execution,

right of set-off, lease, license to use or occupy, assignment of income or monetary claim; or (iii) any agreement to create any of the foregoing or allow any of the foregoing to exist.

“Losses” means any and all liabilities, judgments, penalties, fines, losses, damages (other than consequential or incidental damages) and reasonable costs and expenses.

“Maintenance Agreement” means (i) a maintenance and verification services agreement between Ice Energy Operations and the Purchaser, substantially in the form attached hereto as Exhibit M-1; or (ii) a maintenance and verification services agreement between Ice Energy Operations and a SCPPA Participant, substantially in the form attached hereto as Exhibit M-2.

“Maximum Aggregate Purchase Quantity” means the number of Ice Bear Units necessary to supply 53.3 MW of Source Offset Capacity. The Maximum Aggregate Purchase Quantity may be increased by mutual agreement of the Parties.

“Monthly Installment Amount” has the meaning set forth in Section 4.1(b).

“Monthly Installment Invoice” has the meaning set forth in Section 4.2.

“MW” means megawatt, which is 1,000,000 watts.

“Parties” means the Seller and the Purchaser, each of which may be referred to as a “Party.”

“Payment Period” has the meaning set forth in Section 4.2.

“Performance Assurance” has the meaning set forth in Section 2.8.

“Permits” means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents granted or issued by any Governmental Authority having jurisdiction over a Party.

“Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

“Production Order Adjustment” has the meaning set forth in Section 4.1(a).

“Production Order Amount” has the meaning set forth in Section 4.1(a).

“Production Order Invoice” means each monthly invoice from the Seller to the Purchaser setting forth the Production Order Amount for the immediately succeeding calendar month.

“Production Order Schedule” means the schedule for producing Ice Bear Units during the Term in substantially the form of Exhibit I attached hereto, which shall be adjusted monthly as set forth in Section 4.4.

“Progress Report” has the meaning set forth in Section 4.2.

“Prudent Industry Practices” means the professional practices, methods and industry codes of conduct of skilled and experienced HVAC firms in the State of California now in effect and as modified during the performance of the Work, with respect to the manufacture, supply, installation and commissioning of equipment associated with HVAC (including equipment of the same type and nature as the Ice Bear Units), all of the above in compliance with Qualified Contractor Rules and the standards of safety, output, dependability, efficiency and economy, including recommended practice, of a good, safe, prudent and workman-like character and in compliance with all Applicable Laws. Prudent Industry Practices are not intended to be limited to the optimum or minimum practice or method to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices and methods.

“Purchase Price” has the meaning set forth in Section 4.1.

“Purchaser” has the meaning set forth in the preamble.

“Purchaser Indemnified Party” has the meaning set forth in Section 10.1.

“Purchaser Taxes” has the meaning set forth in Section 7.2.

“Purchaser’s Representative” has the meaning set forth in Section 3.2.

“Qualified Contractor Rules” means the Qualified Contractor Rules attached hereto as Exhibit K.

“Qualified Issuer” means a financial institution that has a current long-term credit rating (corporate or long-term senior unsecured debt) of (i) “A2” or higher by Moody's Investors Service, Inc.; or (ii) “A” or higher by Standard & Poor's.

“Representatives” means a Party’s officers, directors, employees, counsel, accountants, financial advisors, consultants and other advisors.

“Right of Way Easement” means a right of way easement in substantially the form attached hereto as Exhibit C, pursuant to which a Customer grants to the relevant SCPPA Participant a right of way easement for the purpose of installing, operating, and maintaining load shifting and/or load management equipment.

“SCPPA Participants” means each of (i) the public power agency members of the Purchaser that requests and authorizes during the Term the installation of Ice Bear Units in its service territory pursuant to this Agreement; and (ii) the public entities that is not a public power agency member of Purchaser but that requests and authorizes the installation of Ice Bear Units in its service territory pursuant to this Agreement during the Term and that is approved in writing by the Purchaser and the Seller. Each public power agency member that has indicated preliminary interest in the installation of Ice Bear Units in its service territory as of the Effective Date, and each such public power agency member’s contact information is set forth in Exhibit G attached hereto.

“SCPPA Participant’s Purchase Quantity” means, with respect to each SCPPA Participant, the portion of the Maximum Aggregate Purchase Quantity that is ordered by the

Purchaser pursuant to Section 4.4 and that is to be installed and commissioned in such SCPPA Participant's service territory pursuant to this Agreement and as described in a Production Order Schedule.

"Seller" has the meaning set forth in the preamble.

"Seller Intellectual Property" means all Intellectual Property owned, used or licensed by the Seller, including derivatives and modifications relating to the Work, including the Ice Bear Units, any training processes, documentation or development materials relating to the foregoing, and the contents of any service or maintenance manuals, test and inspection procedures, client, customer and supplier lists, and financial and business strategies that are proprietary to the Seller.

"Seller Taxes" has the meaning set forth in Section 7.1.

"Seller's Representative" has the meaning set forth in Section 2.7.

"Site" means, as to any Ice Bear Unit, the portion of real property (including improvements thereon) upon which such Ice Bear Unit is to be installed and commissioned.

"Source Equivalent Multiplier" means the numerical constant 1.20, representing the fixed contractual relationship of Unit Site Offset Capacity to Unit Source Offset Capacity.

"Source Offset Capacity" means the sum of the Unit Source Offset Capacity of all Commissioned Units, stated in MW.

"Source Offset Capacity Purchase Price" has the meaning set forth in Section 4.1.

"Specifications" means the specifications with respect to the Ice Bear Units as set forth on Exhibit A attached hereto which the Seller may amend from time to time, which amendments shall not adversely affect the performance capabilities of the Ice Bear Units as set forth in Exhibit A as of the Effective Date, including the cooling capability, nighttime ice make specifications, line set restrictions, thermal storage capacity, refrigerant management system specifications, and electrical requirements.

"Subcontractors" means any Person with whom the Seller has entered into (including by virtue of assignment) any contract or agreement for such Person to perform any part of the Work or to provide any materials, equipment or supplies on behalf of the Seller (including any Person at any tier with whom any Subcontractor has further subcontracted any part of the Work).

"Tax" means any federal, state or local or foreign taxes, and other assessments of a similar nature, including any interest, penalties or additions attributable thereto.

"Term" means the period commencing on the Effective Date and continuing through the earlier of (i) the Expiration Date; (ii) if, pursuant to Section 4.4, the Purchaser has provided SCPPA Participants' Purchase Quantities to the Seller which, in the aggregate, equal the Maximum Aggregate Purchase Quantity, the date on which Ice Bear Units representing the Maximum Aggregate Purchase Quantity have become Commissioned Units; and (iii) the date on which either Party terminates this Agreement pursuant to Article XI.

“Unit Site Offset Capacity” means the maximum peak period electric demand of one (1) Connected A/C Unit stated in kW. The Unit Site Offset Capacity is determined in accordance with the Unit Site Offset Capacity Table.

“Unit Site Offset Capacity Table” means the Unit Site Offset Capacity Table set forth on Exhibit F attached hereto.

“Unit Source Offset Capacity” means Unit Site Offset Capacity multiplied by the Source Equivalent Multiplier.

“Warranties” has the meaning set forth in Section 8.1.

“Work” has the meaning set forth in Section 2.1.

1.2 Construction. Unless otherwise stated or the context of this Agreement provides otherwise: (i) the words “herein,” “hereunder” and “hereof” refer to the provisions of this Agreement and a reference to a recital, Article, Section, Subsection, paragraph or Exhibit is a reference to a recital, Article, Section, Subsection, paragraph of or Exhibit to this Agreement; (ii) references to this Agreement, or any other agreement or instrument, includes any schedule, Exhibit, annex or other attachment thereto; (iii) a reference to a paragraph also refers to the Subsection in which it is contained and a reference to a Subsection refers to the Section in which it is contained; (iv) a reference to this Agreement, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this Agreement or such other agreement, instrument or provision, as the case may be; (v) a reference to an Applicable Law or a provision of any Applicable Law includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such Applicable Law or provision; (vi) the singular includes the plural and vice versa; (vii) a reference to a Person includes a reference to the Person’s executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns; (viii) words of either gender shall include the corresponding words of the other gender; (ix) “including” means “including, but not limited to” and other forms of the verb “to include” are to be interpreted similarly; (x) where a period of time is specified to run from, after, or to a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day; (xi) if the time for performing an obligation under this Agreement expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day; provided that the Term of this Agreement may expire on a day that is not a Business Day and such expiration will not be extended until the next Business Day; (xii) a reference to (X) a day (other than a Business Day) is a reference to a calendar day, (Y) a month is a reference to a calendar month and (Z) a year is a reference to a calendar year; (xiii) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings; and (xiv) a reference to time is a reference to the time in effect in Los Angeles, California on the relevant date.

1.3 Conflicting Provisions. In the event of any conflict between this Agreement and any Exhibit, the terms and provisions of this Agreement, as amended from time to time, shall

control. Notwithstanding the above, (i) the terms “Product Warranty,” “Warranty,” “warranty,” and “factory equipment warranty” referenced in “Part 1: Limited Product Warranty” of Exhibit E and the term “Product Warranty” referenced in “Part 2: Limited Services Warranty” of Exhibit E shall be references to the Warranty with respect to the Ice Bear Units; and (ii) the terms “warranty” and “Warranty” referenced in “Part 2: Limited Services Warranty” of Exhibit E shall be references to the Warranty with respect to the installation and commissioning of the Ice Bear Units.

ARTICLE II PERFORMANCE OF THE WORK AND SELLER’S OBLIGATIONS

2.1 *Manufacture, Supply, Installation, Commissioning and Sale.* During the Term, the Seller will manufacture, supply, deliver, install, commission and sell to the Purchaser a sufficient number of Ice Bear Units necessary to produce the Maximum Aggregate Purchase Quantity based on the Production Order Schedule (the “*Work*”). The Seller shall have sole responsibility for (i) procuring and paying for all equipment, including the Ice Bear Units, materials, supplies, labor and manufacturing-related services necessary to complete the Work and (ii) entering into arrangements with Customers for the installation, delivery, and commissioning of the Ice Bear Units pursuant to this Agreement.

2.2 *Standard of Performance.* The Seller shall perform the Work in accordance with the terms of this Agreement, the Specifications and Prudent Industry Practices.

2.3 *Permitting.* The Seller will obtain all Permits necessary for the performance of the Work, including all local building and construction Permits.

2.4 *Key Employees.* The Seller agrees to make the individuals listed as Key Employees on Exhibit H and such other of its employees as the Seller may agree from time to time in writing (the “*Key Employees*”) available in connection with the performance of the Work. The Seller may designate replacement Key Employees, subject to the Purchaser’s consent not to be unreasonably withheld, by giving notice thereof to the Purchaser in accordance with Section 17.3 and providing an amendment to Exhibit H reflecting such change. Notwithstanding the foregoing, if any Key Employee ceases to be employed by the Seller, for any reason, the Seller shall have no further obligation to make such individual available pursuant to this Agreement.

2.5 *Subcontractors.* The Purchaser acknowledges and agrees that the Seller intends to have all or portions of the Work performed by Subcontractors. No contractual relationship will exist between the Purchaser and any Subcontractor with respect to the Work. Notwithstanding the foregoing, the Seller shall be solely responsible for (i) completion of the Work and any other of the Seller’s obligations hereunder, (ii) the acts, omissions, or defaults of the Subcontractors and their agents, representatives, and employees, and (iii) the engagement, management, and payment of the Subcontractors. Nothing contained herein will obligate the Purchaser to pay any Subcontractor and the Seller shall be solely responsible for paying each Subcontractor to whom any amount is due from the Seller in connection with the Work.

2.6 Access and Inspection. Upon reasonable notice to the Seller, the Purchaser and its Representatives shall have the right during the performance of the Work to inspect the Work, subject in all cases to all applicable rules, policies and regulations, including each Customer's and the Seller's and its Subcontractors' reasonable safety precautions, provided that such inspection and presence does not unreasonably interfere or delay the completion of the Work and the Seller's performance of its other obligations under this Agreement. The Seller shall use reasonable efforts to procure for the Purchaser similar inspection rights with respect to the Customers and the Seller's vendors and suppliers to the extent that the Seller has such rights of inspection.

2.7 Seller's Representative. The individual listed as the "Seller's Representative" on Exhibit H, who is acquainted with the Work and this Agreement, is hereby designated as the Seller's representative (the "**Seller's Representative**"). The Seller's Representative shall have authority to administer this Agreement on behalf of the Seller, to agree upon procedures for coordinating the Seller's efforts with those of the Purchaser, and to furnish information, when appropriate, to the Purchaser. Notwithstanding anything herein to the contrary, the Seller's Representative shall have no authority to amend, waive, alter, modify, or delete any of the provisions of this Agreement. Except for any purported amendment, waiver, alteration, modification or deletion, any notice, approval, objection, assurance, certification, acknowledgement or similar action under this Agreement given or received in writing by the Seller's Representative shall be effective as if given or received by the Seller. The Seller may designate additional or replacement representatives, subject to the Purchaser's consent not to be unreasonably withheld, by giving notice thereof to the Purchaser in accordance with Section 17.3 and providing an amendment to Exhibit H reflecting such change. Notwithstanding the foregoing, if the Seller's Representative ceases to be employed by the Seller, for any reason, then the Seller shall have no further obligation to make such individual available pursuant to this Agreement.

2.8 Adequate Assurance of Performance. At any time and from time to time during the Term, upon the Purchaser's demand, the Seller shall within ten (10) Business Days of such demand provide to, and maintain until the expiration of the Liability Period for the benefit of, the Purchaser assurance of the Seller's continuing ability to perform its obligations under this Agreement (the "**Performance Assurance**"); provided that at any time after the Seller has provided the Performance Assurance, the Parties may agree to reduce the amount of, or eliminate the Seller's obligation to continue to provide, the Performance Assurance. The Performance Assurance shall be in the form of a Letter of Credit, a performance bond or surety bond, or such other form of assurance, in each case as may be reasonably satisfactory in form and substance to Purchaser under the circumstances; provided that Seller's provision and maintenance of a Letter of Credit in the full amount set forth in Section 1.1 shall be deemed to constitute reasonable assurance for the purposes of this Section 2.8, without more. If the Seller provides a Letter of Credit pursuant to this Section 2.8, the Seller shall cause the renewal or extension of such Letter of Credit for additional consecutive terms of three hundred sixty-five (365) days or more no later than thirty (30) days prior to the expiration date of such Letter of Credit. If a Letter of Credit is not renewed or extended as required herein, the Purchaser shall have the right to draw immediately upon such Letter of Credit and to place the amounts so drawn, at the Seller's cost and with the Seller's funds, in an interest bearing escrow account until and unless the Seller provides a substitute form of Performance Assurance satisfying the requirements of this

Section 2.8. If the Seller fails to pay any amount due to the Purchaser within the time provided for payment hereunder, the Purchaser shall be entitled to and shall draw upon the Performance Assurance from time to time in an amount equal to the amount unpaid; provided, that any such amount shall have been invoiced to the Seller and be past due. Without limiting its other remedies hereunder, the Purchaser shall also be entitled to draw upon the Performance Assurance for damages arising if this Agreement is terminated under Section 11.1.

2.9 Liens. The Seller shall not directly or indirectly create, incur, assume or suffer to be created by it or any of its Subcontractors any Lien on any Ice Bear Unit, the Site or any part of, or interest in, any thereof, except for any Lien created in favor of the Seller or its Subcontractors by the Purchaser's failure to make a payment required hereunder. The Seller shall promptly pay or discharge, and discharge of record, any such Lien for labor, materials, supplies or other charges which, if unpaid, might be or become a Lien upon the Site, any Ice Bear Unit or any component thereof. In the event any Subcontractor files a Lien against the Site, any Ice Bear Unit or any component thereof, the Seller shall, within forty-five (45) days of the date of filing thereof, either (i) pay or discharge and have such Lien removed, or (ii) obtain bonds in accordance with Applicable Laws from a reputable surety company sufficient to remove or discharge such Lien. The Seller shall notify the Purchaser of the assertion of any Lien against the Site, any Ice Bear Unit or any part thereof promptly upon learning of such Lien. Upon the failure of the Seller promptly to pay, discharge or bond over any Lien as required hereby within forty-five (45) days of written notice of the existence thereof from the Purchaser, the Purchaser may, but shall not be obligated to, pay, discharge or obtain a bond or security for such Lien and, upon such payment, discharge or posting of security therefor, shall be entitled to promptly recover from the Seller the amount thereof together with all reasonable expenses incurred by the Purchaser in connection with such payment or discharge, or set off all such amounts against any sums owed by the Purchaser to the Seller.

2.10 Maintenance Agreement. At the Purchaser's option, Ice Energy Operations and the Purchaser or a SCPPA Participant shall execute a Maintenance Agreement with respect to each SCPPA Participant that will have Ice Bear Units commissioned in its service territory on or before the date that is ninety (90) days before the anticipated Commissioning Date of the first Ice Bear Unit to be installed in such SCPPA Participant's service territory.

ARTICLE III PURCHASER'S OBLIGATIONS

3.1 [INTENTIONALLY OMITTED.]

3.2 Purchaser's Representative. The individual listed as the "Purchaser's Representative" on Exhibit H, who is acquainted with the Work and this Agreement, is hereby designated as the Purchaser's representative (the "**Purchaser's Representative**"). The Purchaser's Representative shall have authority to administer this Agreement on behalf of the Purchaser, to agree upon procedures for coordinating the Purchaser's efforts with those of the Seller, and to furnish information, when appropriate, to the Seller. Notwithstanding anything herein to the contrary, the Purchaser's Representative shall have no authority to amend, waive, alter, modify, or delete any of the provisions of this Agreement. Except for any purported amendment, waiver, alteration, modification or deletion, any notice, approval, objection,

assurance, certification, acknowledgment or similar action under this Agreement given or received in writing by the Purchaser's Representative shall be effective as if given or received by the Purchaser. The Purchaser may designate additional or replacement representatives, subject to the Seller's consent not to be unreasonably withheld, by giving notice thereof to the Seller in accordance with Section 17.3 and providing an amendment to Exhibit H reflecting such change. Notwithstanding the foregoing, if the Purchaser's Representative ceases to be employed by the Purchaser, for any reason, then the Purchaser shall have no further obligation to make such individual available pursuant to this Agreement.

3.3 Exclusivity. In recognition of the effort and expense that the Seller will devote in connection with the performance of the Work, the Purchaser agrees that during the Term it will not, and it will encourage the SCPPA Participants to not, directly or indirectly, (i) engage in the manufacture, supply, installation, or commissioning of distributed energy storage units comprised of an ice make condensing unit, an ice storage tank, and an ice cooling circuit, (ii) grant any other Person the right to perform the Work, (iii) solicit, initiate or encourage the submission of any proposal or offer relating to the matters described in this Section 3.3, or (iv) engage in any negotiations or discussions with any other Person relating to the matters described in this Section 3.3; provided, the Purchaser shall not be liable to the Seller for the failure of any SCPPA Participant to comply with subsections (i) through (iv) above. Notwithstanding the foregoing, this Section 3.3 shall not be construed to limit the Purchaser's rights and remedies under Article XI, including the right to step in and complete the Work pursuant to Section 11.6, and the Purchaser shall not be obligated under this Section 3.3 if the Seller is in default under this Agreement.

3.4 Purchase. The Purchaser shall purchase from the Seller the Ice Bear Units as provided under this Agreement. The Purchaser shall provide to the Seller the names of the SCPPA Participants and each SCPPA Participant's Purchase Quantity when necessary for scheduling the manufacture, installation, and commissioning of the Ice Bear Units pursuant to Section 2.1.

ARTICLE IV PURCHASE PRICE AND PAYMENT

4.1 Purchase Price. The purchase price for each kW of the Source Offset Capacity is \$2,170 (the "**Source Offset Capacity Purchase Price**"), and the total purchase price (the "**Purchase Price**") for the Aggregate Purchase Quantity shall be equal to the aggregate kW of Source Offset Capacity represented by Commissioned Units, multiplied by the Source Offset Capacity Purchase Price. The Purchaser shall pay the Purchase Price to the Seller by making the following payments in accordance with Sections 4.2 and 4.3:

(a) an amount equal to the product of (x) the number of Ice Bear Units specified in the Production Order Schedule for the applicable month and (y) \$11,000 (each, a "**Production Order Amount**"); provided, however, that to the extent the Seller fails within one hundred twenty (120) days from the date of the applicable Production Order Invoice, or as otherwise stated in the applicable Production Order Invoice, to ship any Ice Bear Units for which a Production Order Amount has been received, the Purchaser shall be entitled to a credit in the amount of (i) \$11,000, multiplied by (ii) the number of Ice Bear Units that Seller failed to ship

by such date, against any future Purchase Price payments (each, a ***“Production Order Adjustment”***), and if the Production Order Adjustment is greater than zero dollars (\$0.00) at the end of the Term, the Purchaser shall be entitled to full reimbursement from the Seller of the amount of the Production Order Adjustment.

(b) an amount equal to the difference between (i) the product of (x) the Source Offset Capacity Purchase Price and (y) the number of kW of Source Offset Capacity for Ice Bear Units that the Seller installs and which meet the Acceptance Criteria each month during the Term and (ii) the Production Order Amount to the extent that such amount has not been credited against any prior Purchase Price payments, if applicable (each, a ***“Monthly Installment Amount”***).

4.2 Production Order Invoices, Invoices and Progress Reports. On or before the twenty-third (23rd) day of each month, the Seller shall submit to the Purchaser (i) a Production Order Invoice, which shall set forth the Production Order Amount and the amount of any applicable Purchaser Taxes for which Seller is entitled to reimbursement, (ii) an invoice setting forth the Monthly Installment Amount and the amount of any applicable Purchaser Taxes for which Seller is entitled to reimbursement net of any Production Order Adjustment (each, a ***“Monthly Installment Invoice”***), and (iii) a progress report (each, a ***“Progress Report”***). The Monthly Installment Invoice and Progress Report shall each cover activity since the prior Monthly Installment Invoice or Progress Report, as applicable, and other matters not previously invoiced (the ***“Payment Period”***). Each Progress Report shall contain (A) a brief description of the Work performed during the Payment Period, including the number of Ice Bear Units delivered to the Sites, the number of newly Commissioned Units, and the number of kW of Source Offset Capacity that such Commissioned Units represent, (B) a brief description of any materially adverse circumstances that the Seller encountered during its performance of the Work and (C) a list of all items subject to Purchaser Taxes that the Seller was required to pay during the Payment Period.

4.3 Payment. Within sixty (60) days after the Seller gives a Production Order Invoice and/or a Monthly Installment Invoice pursuant to Section 4.2, the Purchaser shall remit payment of the amount set forth on the Production Order Invoice and/or the Monthly Installment Invoice, as applicable, to the Seller. Each Purchase Price payment referenced in this Section 4.3 and any other payment to be made from the Purchaser to the Seller pursuant to this Agreement shall be made by the Purchaser to the Seller in cash by wire transfer of immediately available funds in accordance with the Seller’s wire transfer instructions set forth in Exhibit B. Each Purchase Price payment and any other payments required to be made from the Purchaser to the Seller pursuant to this Agreement shall be made without any deduction, set-off or counterclaim (except to the extent of any Production Order Adjustment Amount) and shall bear interest from and after the date such amount is due, until so paid, at the rate which is equal to the lesser of (i) the prime rate on the date such payment is paid as published in The Wall Street Journal under “Money Rates,” plus two percent (2%), computed on the basis of a 365-day year and paid for the actual number of days elapsed and (ii) the maximum rate permitted by Applicable Law. Interest calculated in accordance with this Section 4.3 shall be due and payable on the date on which the applicable payment is made and shall be in addition to any other remedies that the Seller may have under this Agreement.

4.4 Adjustments to Production Order Schedule. As of the Effective Date, each SCPPA Participant's Purchase Quantity is as shown on Exhibit I attached hereto. From time to time throughout the Term, the Purchaser shall provide the names of the SCPPA Participants and each SCPPA Participant's Purchase Quantity for scheduling the manufacture, installation and commissioning of Ice Bear Units. The Purchaser may designate an addition of a new SCPPA Participant or an increase in a SCPPA Participant's Purchase Quantity at any time during the Term. On or before the twentieth (20th) day of each calendar month beginning on the Effective Date, the Seller will publish to the Purchaser by electronic mail an updated rolling projected monthly Production Order Schedule for the immediately succeeding six (6) month period (beginning on the first (1st) day of the immediately succeeding calendar month), which schedule shall include the addition of a new month and any adjustments to the previously published Production Order Schedule. If the Seller makes any material adjustments to the Production Order Schedule for the immediately succeeding four (4) month period, the Parties will meet either by telephone or in person no later than five (5) Business Days before the effective date of publication of the applicable Production Order Schedule, or as otherwise agreed, to review such adjustments; provided, however, that in no event shall the Seller increase the SCPPA Participant's Purchase Quantity. All such material adjustments shall be mutually agreed upon by the Parties, which agreement shall not be unreasonably withheld. The Seller shall not manufacture, supply, deliver, commission, or sell to the Purchaser any Ice Bear Units to the extent that the Source Offset Capacity of such Ice Bear Units would exceed the applicable SCPPA Participant's Purchase Quantity from time to time, and the Purchaser shall not be obligated to make any payments for any Ice Bear Units installed in violation of this Section 4.4. The Parties acknowledge that the Purchaser will not provide a SCPPA Participant's Purchase Quantity or an increase to a SCPPA Participant's Purchase Quantity from the Seller without first receiving the necessary funds or a contractual commitment therefor for the purchase of such SCPPA Participant's Purchase Quantity or such increase in a SCPPA Participant's Purchase Quantity from the applicable SCPPA Participant.

ARTICLE V INSTALLATION AND COMMISSIONING PRIORITY; COMMISSIONING

5.1 Installation and Commissioning Priority.

(a) The Seller will install and commission Ice Bear Units in accordance with the Production Order Schedule. The Purchaser shall have the right to request, from time to time, the installation and commissioning priority of the Ice Bear Units with respect to the SCPPA Participants' Territories, and the Seller shall use reasonable efforts to comply with such requests; provided, however, that the Seller shall not be obligated to comply with any such request if the Seller provides reasonable evidence to Purchaser that its compliance would result in a material negative impact on its ability to satisfy its obligations under this Agreement or materially increase its cost or time of performing the Work.

(b) The Seller will develop a targeted deployment approach in cooperation with the Purchaser and each SCPPA Participant, to help ensure that each Ice Bear Unit is installed and commissioned in an efficient and prompt manner. The Purchaser will encourage each SCPPA Participant to attend coordination meetings with the Seller at times and places to be mutually agreed, to among other things, (i) identify targeted locations and Customers for Ice

Bear Unit installation and (ii) develop joint marketing plans for each SCPPA Participant's Customers. The Parties will also work together to, among other things, acquire relevant information concerning Customer sites, including, where applicable, building structural analyses, and to identify the Permits necessary for the Seller's performance of the Work, in each case to enable the Seller to more efficiently and promptly perform its obligations under this Agreement. Notwithstanding the foregoing, the Purchaser shall not be liable for any failure to obtain any relevant information or required Permit.

(c) During the process of (i) contacting Customers for installation of the Ice Bear Units and (ii) installing and commissioning the Ice Bear Units, all such activities will be branded as being done on behalf of the relevant SCPPA Participants. Notwithstanding the foregoing, the Seller shall be permitted to co-brand such activities, provided that the branding applicable to the Seller is not more prominent than that of the applicable SCPPA Participant. Each Party shall bear its own costs and expenses relating to such branding efforts.

5.2 Commissioning. Once an Ice Bear Unit has been installed in accordance with the terms of this Agreement, the Seller shall provide the Purchaser and the appropriate SCPPA Participant with a completed Installation Certificate by electronic mail notifying them that such Ice Bear Unit is ready for commissioning (each, a "**Commissioning Notice**"). The Purchaser shall have ten (10) days following the effective date of a Commissioning Notice to dispute the Seller's determination that the applicable unit satisfies the Acceptance Criteria (each, a "**Commissioning Dispute Notice**"). Unless the Purchaser gives a Commissioning Dispute Notice within such ten (10) day period, the applicable Ice Bear Unit shall be deemed to be a Commissioned Unit as of the date of the applicable Commissioning Notice. The Seller shall consider reasonable requests from the Purchaser for extensions of time in which to challenge a Commissioning Notice. If the Purchaser gives the Seller a Commissioning Dispute Notice, then the Seller's Representative and the Purchaser's Representative shall first attempt to resolve the Dispute described therein by joint inspection and testing of the applicable Ice Bear Unit within ten (10) days following the effective date of the Commissioning Dispute Notice. If the Parties are unable to resolve a Dispute in accordance with this Section 5.2, then such Dispute shall be resolved in accordance with the dispute resolution provisions set forth in Article XVI.

ARTICLE VI TITLE AND RISK OF LOSS

6.1 Title to Ice Bear Units. The Seller warrants that immediately prior to the passage of title to the Purchaser hereunder the Seller holds legal title to and ownership of each Ice Bear Unit (excluding the Seller Intellectual Property), free and clear of any and all liens, mortgages, pledges, assessments, security interests, levies, charges and other encumbrances of any kind and upon transfer of title to the Purchaser, the Purchaser shall hold legal title to and ownership of each Ice Bear Unit (excluding the Seller Intellectual Property), free and clear of any and all liens, mortgages, pledges, assessments, security interests, levies, charges and other encumbrances of any kind. Title to each Ice Bear Unit shall pass to the Purchaser upon delivery of each such Ice Bear Unit to the Customer sites.

6.2 Title to Seller Intellectual Property. Notwithstanding anything else in this Agreement, including Section 15.3, the Seller Intellectual Property shall not be transferred to the

Purchaser and shall be retained solely and exclusively by the Seller. The Seller hereby grants to the Purchaser and each SCPPA Participant (with respect to the Commissioned Units in such SCPPA Participant's service territory), subject to the terms and conditions of this Agreement (including the ongoing compliance with this Section 6.2 and Article XV) and timely payment of all amounts due hereunder, a perpetual, royalty-free, non-exclusive personal license for the use of such Seller Intellectual Property solely in connection with operating, maintaining and repairing the Commissioned Units sold pursuant to this Agreement. Under no circumstances shall the license to the Seller Intellectual Property set forth in this Section 6.2 permit the Purchaser to manufacture, have manufactured, procure, or have procured, products or equipment similar to or the same as an Ice Bear Unit. The license set forth in this Section 6.2 is not sub-licensable by the Purchaser, except to Persons who are permitted pursuant to this Agreement access to the Seller Intellectual Property solely for the authorized purposes in connection with the Work, and who have agreed to be bound by the license and confidentiality restrictions set forth in this Section 6.2 and Article XV. Such license shall extend to any permitted assignee pursuant to Section 17.9, subject to the same terms and restrictions as stated in this Section 6.2. Any costs to register such licenses shall be paid by the licensee. The Purchaser and its permitted assignees shall not use the Seller Intellectual Property for any purpose other than as expressly authorized herein. The Seller warrants that the Seller is the owner of or has sufficient rights as a licensee to all Seller Intellectual Property and has all necessary rights to fulfill its obligations and grant all licenses and rights granted under this Agreement.

6.3 Risk of Loss. Notwithstanding anything to the contrary in this Agreement, the Seller shall bear the risk of loss and damage with respect to the components of each Ice Bear Unit, wherever located, until each such unit becomes a Commissioned Unit. At the time that an Ice Bear Unit becomes a Commissioned Unit, the Seller shall relinquish and the Purchaser shall assume full and exclusive custody and control of such Commissioned Unit.

ARTICLE VII TAXES

7.1 Seller Taxes. The Purchase Price includes applicable corporate and individual taxes that are measured by net income or profit and are imposed by any Governmental Authority on the Seller, its employees or Subcontractors due to the execution or performance of this Agreement and the allocated amount of any property taxes levied against the Seller's facilities (the "**Seller Taxes**"). All Seller Taxes shall be for the account of, and shall be paid directly by, the Seller.

7.2 Purchaser Taxes. The Purchase Price excludes any sales, use, excise, value added, gross receipts, consumption, property, or similar taxes imposed by any Governmental Authority on the transfer of Ice Bear Units by the Seller to the Purchaser or on the ownership of such Ice Bear Units subsequent to such transfer (the "**Purchaser Taxes**"). All Purchaser Taxes shall be for the account of, and shall be paid directly by, the Purchaser. Notwithstanding the foregoing, if the Seller is obligated under Applicable Laws to collect and/or pay any Purchaser Taxes, it shall invoice the Purchaser for such payments and the Purchaser shall remit such amounts to the Seller within sixty (60) days in accordance with Section 4.3; provided, that if the Purchaser (i) reasonably believes that it is exempt from any such Purchaser Taxes, and (ii) the Purchaser provides to the Seller adequate documentation of exemption in accordance with the

applicable taxing authority regulations as promptly as practicable, but in any event within ten (10) Business Days after receipt of such invoice, then the Purchaser shall not be obligated to honor such invoice or remit such payment. The Seller covenants to forward promptly to the Purchaser any notice, bill or other statement received by the Seller concerning any Purchaser Taxes. The Purchaser may pay any Purchaser Taxes in installments if so payable under Applicable Laws, whether or not interest accrues on the unpaid balance. The Purchaser may contest in good faith the validity, existence or applicability of any Purchaser Tax if (i) during such contest the execution or enforcement of such Purchaser Tax is suspended, and (ii) such contest is not reasonably expected to result in the exposure of the Seller to any criminal liability for failure to comply therewith. In the event that any Purchaser Tax is imposed upon the Seller, and the Purchaser pays the same as required herein, the Purchaser shall be subrogated to the Seller's right, if any, to contest the validity of such Purchaser Tax. The Seller agrees to cooperate with the Purchaser in the prosecution of any such contest.

ARTICLE VIII WARRANTY

8.1 Warranty. The Seller warrants each Ice Bear Unit sold hereunder and the Work on the terms set forth in this Article VIII and Exhibit E attached hereto (the "**Warranties**"). Ice Bear Units sold under this Agreement shall not be prototype or test units, which are excluded from the scope of the warranty, set forth in Exhibit E.

8.2 Exclusive Remedies and Warranties. The Warranties constitute the sole and exclusive remedies for all Claims based on failure of or defect in the Ice Bear Units and the performance of the Work, whether the failure or defect arises before or during the Warranty periods set forth in Exhibit E, and whether a Claim, however instituted, is based on contract, indemnity (other than Claims for which the Purchaser Indemnified Parties are entitled to indemnification under Article X), warranty, tort or otherwise. THE EXPRESS REPRESENTATIONS, WARRANTIES AND GUARANTEES SET FORTH IN SECTION 8.1 AND SECTION 14.1 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, CUSTOM OR OTHERWISE). THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, REMEDIES, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN SECTION 8.1 AND SECTION 14.1 WITH RESPECT TO THE WORK OR THIS AGREEMENT, INCLUDING THE ICE BEAR UNITS, WHETHER THE CLAIMS OF THE PURCHASER ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY.

ARTICLE IX EXCUSED PERFORMANCE

9.1 Excused Performance. Neither Party shall have any liability or be considered to be in breach or default of any of its obligations under this Agreement to the extent that

performance of such obligations is delayed or prevented, directly or indirectly, due to (i) any event or circumstance which (a) prevents such Party from performing its obligations under this Agreement, (b) could not reasonably have been anticipated as of the Effective Date, (c) is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of such Party (or any Subcontractor), and (d) by the exercise of due diligence, such Party is unable to overcome or avoid or cause to be avoided (provided this subsection (d) shall not be construed so as to require either Party to settle any strike or labor dispute in which it may be involved), including acts of God, acts (or failures to act) of Governmental Authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, war (declared or undeclared), epidemics, civil unrest, acts of terrorism, riots, delays or accidents in transportation, or car or transporter shortages, or (ii) acts (or failures to act) of the other Party in breach of this Agreement if such acts or failures to act materially adversely impact the non-breaching Party's ability to perform the Work or its other obligations hereunder, including failure to promptly provide the non-breaching Party with data, documents, information, approvals or access necessary to permit the timely performance of the non-breaching Party's obligations under this Agreement. Performance shall not be excused due to any of the following: (1) delays in or inability of a Party to obtain financing or other economic hardship of any kind; (2) any changes in the financial condition of a Party affecting such Party's ability to perform its obligations under this Agreement; (3) Purchaser's inability to obtain payment from any SCPPA Participant for such SCPPA Participant's Purchase Quantity hereunder; (4) any requirement to meet a renewable portfolio standard or any change (whether voluntary or mandatory) in any renewable portfolio standard that may affect the value of the Ice Bear Units; (5) events arising from the failure of Seller to perform the Work in accordance with this Agreement; (6) any increase in any kind of cost; (7) Seller's ability to sell the Ice Bear Units at a price in excess of that paid by Purchaser pursuant to this Agreement; (8) failure of third parties to provide goods or services essential to a Party's performance (unless such failure is caused by an event described in items (i) or (ii) of this Section 9.1); or (9) equipment failure of any kind.

9.2 Notice; Extension of Time. A Party claiming excused performance pursuant to Section 9.1 shall (i) promptly notify the other Party of the nature and cause of such delay and the efforts being undertaken to mitigate and reduce the period of delay ("**Delay Period**") and (ii) use commercially reasonable efforts to mitigate the effects of the delay and reduce the Delay Period. The dates for performance of the affected Party's obligations under this Agreement, including (if the Seller is the affected Party) the Seller's performance of the Work, shall be extended by an amount of time equal to the relevant Delay Period suffered by the affected Party. Notwithstanding the foregoing, if Seller's performance of the Work is suspended for an aggregate of more than three hundred sixty-five (365) days due to an occurrence set forth in subsections (i) or (ii) of Section 9.1, Purchaser shall have the right to terminate this Agreement.

ARTICLE X INDEMNIFICATION

10.1 The Seller's General Indemnity. The Seller shall defend, indemnify and hold harmless the Purchaser, the SCPPA Participants, the Customers, their respective Affiliates and Representatives, and the directors, officers, agents, employees, successors and assigns of each of them (each, a "**Purchaser Indemnified Party**") from and against any and all Losses incurred by

any Purchaser Indemnified Party arising from (i) injury or death of persons or any third party property loss or damage to the extent resulting from or caused by any negligent act or omission or willful misconduct of the Seller or its Subcontractors in the performance of the Work, and (ii) fines and penalties imposed by any Governmental Authority on account of any violation of any Applicable Law required to be complied with by the Seller hereunder.

10.2 Intellectual Property Indemnification. The Seller shall indemnify, defend and hold the Purchaser Indemnified Parties harmless from and against third party claims arising from, or related to, an infringement of Intellectual Property which occur in connection with (i) the Seller's performance of the Work pursuant to this Agreement, (ii) the Purchaser's or the SCPPA Participant's use of the Commissioned Units pursuant to this Agreement, or (iii) the Purchaser's or the SCPPA Participant's permitted use of the Seller Intellectual Property licensed hereunder with respect to the Commissioned Units pursuant to and as contemplated by this Agreement, unless such infringement is at the knowing direction of the Purchaser or a SCPPA Participant. In the event that a Commissioned Unit is held to constitute an infringement or its use by the Purchaser or a SCPPA Participant is enjoined, the Seller will, at its option and its own expense, either: (x) procure for the Purchaser or the applicable SCPPA Participant the right to continue using such Commissioned Units; (y) replace such Commissioned Units with substantially equivalent non-infringing Commissioned Units; or (z) modify such Commissioned Units so they become non-infringing. As a condition to the Seller's obligation under this Section 10.2, the Purchaser shall notify the Seller in writing promptly following the Purchaser's receipt of notice of any Claims of infringement of Intellectual Property occurring in connection with the Seller's performance of the Work, the Purchaser's or a SCPPA Participant's use of the Commissioned Units or the Purchaser's or a SCPPA Participant's use of the Seller Intellectual Property, and shall promptly provide to the Seller all relevant information in the Purchaser's possession or control in respect of such Claim, and shall request any such SCPPA Participant to provide such information to the Seller. If (A) a SCPPA Participant does not provide such information to the Seller, and (B) the failure to provide such information shall materially adversely affect the Purchaser's ability to defend any claim, then the Seller shall not be obligated to indemnify such SCPPA Participant. In turn, the Seller shall timely notify the Purchaser in writing of any Claims which the Seller may receive alleging infringement of Intellectual Property which affect the Seller's performance of the Work under this Agreement, the Purchaser's or a SCPPA Participant's use of the Commissioned Unit or the Purchaser's or a SCPPA Participant's use of the Seller Intellectual Property. The Seller shall have no liability hereunder to the extent that any alleged infringement or Claim of infringement is based upon: (1) any Seller Intellectual Property or Commissioned Unit being modified by any Person (other than the Seller or its Subcontractors or any Person authorized in writing by the Seller) to the extent that such Claim relates to such modification; (2) any Seller Intellectual Property or Commissioned Unit being used in connection or in combination with equipment, devices, or software not provided by the Seller, to the extent that such Claim relates to such combination; or (3) any Seller Intellectual Property or Commissioned Units being used by the Purchaser or a SCPPA Participant other than as permitted under this Agreement or not in accordance with the Specifications.

10.3 Indemnification Procedures. When required to indemnify a Purchaser Indemnified Party, the Seller shall assume on behalf of such Purchaser Indemnified Party, and conduct with due diligence and in good faith, the defense of any Claim against such Purchaser

Indemnified Party, whether or not the Seller shall be joined therein, and the Purchaser Indemnified Party shall cooperate fully with the Seller in such defense. The Seller shall have charge and direction of the defense and settlement of such Claim; provided, however, that without relieving the Seller of its obligations hereunder or impairing the Seller's right to control the defense or settlement thereof, the Purchaser Indemnified Party may elect to participate through separate counsel in the defense of any such Claim. The fees and expenses of separate counsel retained by the Purchaser Indemnified Party shall be at the expense of the Purchaser Indemnified Party unless the Seller shall not have employed counsel to assume the defense of such Claim within a reasonable time after notice of the commencement thereof or shall not be pursuing the defense of such Claim with due diligence or in good faith (and in each such case the reasonable fees and expenses of such counsel shall be at the expense of the Seller).

ARTICLE XI TERMINATION AND SUSPENSION

11.1 *Termination for Cause by the Purchaser.* The Purchaser shall have the right, but not the obligation, to terminate this Agreement for cause if:

(a) the Seller voluntarily commences bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings, or shall have become insolvent or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors, or insolvency, receivership, reorganization, bankruptcy, or similar proceedings shall have been commenced against the Seller and such proceedings are not dismissed or stayed within sixty (60) days;

(b) the Seller fails to perform any material obligation under this Agreement and such failure is not cured within thirty (30) calendar days after receipt of notice thereof from the Purchaser, but if such default cannot be cured within such thirty (30) day period, the Seller shall have a period not to exceed one-hundred twenty (120) days if its attempts to cure commence within the initial thirty (30) days following notice from Purchaser (the "***Cure Period***"); or

(c) any representation or warranty made by the Seller in Section 14.1 shall contain an untrue or misleading statement of material fact as of the date made and such untrue or misleading statement has a material adverse effect on Purchaser.

11.2 *Remedy in the Event of Purchaser Termination.* If the Purchaser terminates this Agreement as provided in Section 11.1, then the Purchaser shall pay the Seller for that portion of the Purchase Price allocable to that portion of the Work performed by the Seller and the Commissioned Units at the Sites as of the termination. If the payments received by the Seller as of the date of termination are in excess of such portion of the Purchase Price, then the Seller shall return the excess of such payments to the Purchaser within thirty (30) days following termination. The Purchaser shall have all other rights available at law or in equity.

11.3 *Termination for Cause by the Seller.* The Seller shall have the right, but not the obligation, to terminate this Agreement for cause if:

(a) the Purchaser voluntarily commences bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings, or shall have become insolvent or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors, or insolvency, receivership, reorganization, bankruptcy, or similar proceedings shall have been commenced against the Purchaser and such proceedings are not dismissed or stayed within sixty (60) days;

(b) the Purchaser fails to make any payment to the Seller within sixty (60) days after the Seller's notice to the Purchaser of the Purchaser's failure to make such payment when due pursuant to the terms of this Agreement; or

(c) any act or omission by the Purchaser, or any other Person (if such Person is acting on behalf of or under the direction or supervision of the Purchaser) materially adversely affects the Seller's ability to timely fulfill any of its material obligations under this Agreement.

11.4 *Remedy in the Event of Seller Termination.* If the Seller terminates this Agreement as provided in Section 11.3, then the Purchaser shall pay the Seller for that portion of the Purchase Price allocable to that portion of the Work performed prior to the termination. If the payments received by the Seller as of the date of termination are in excess of such portion of the Purchase Price, then the Seller shall return the excess of such payments to the Purchaser within thirty (30) days following termination, and the Seller shall have any other rights available to it at law or in equity.

11.5 *Suspension by the Seller.* In addition to its termination and other rights hereunder, the Seller shall have the right to suspend performance of the Work and any other of its obligations under this Agreement following the failure of the Purchaser to make any payment within the period set forth in Section 11.3. Any costs and expenses reasonably incurred by the Seller in accordance with any such suspension shall be payable by the Purchaser upon submission of the Seller's invoices therefor. The dates for performance of the Seller's obligations under this Agreement, including the performance of the Work, shall be extended for a period of time equal to the period during which performance is suspended pursuant to this Section 11.5. If the Seller suspends its performance pursuant to this Section 11.5, any such suspension shall not extend any warranty periods set forth in Exhibit E attached hereto or the Liability Period.

11.6 *Step-In Rights; Assumption of Installation Subcontracts.*

(a) If any event in Section 11.1 shall have occurred, then the Purchaser may, without waiving any rights or remedies that the Purchaser may have hereunder, including the right to terminate this Agreement, perform or cause to be performed (including by engaging one (1) or more third parties) the Work necessary to cause the Ice Bear Units that have been shipped as of the occurrence of the relevant event set forth in Section 11.1 to become Commissioned Units at the Purchaser's sole cost and expense. The Purchaser's exercise of its rights under this Section 11.6(a) shall not relieve the Seller of any surviving obligations under this Agreement.

(b) If (i) the Purchaser terminates this Agreement, and (ii) at the time of such termination one or more Ice Bear Units have been shipped but have not yet become

Commissioned Units, then the Purchaser may, without waiving any rights or remedies that Purchaser may have hereunder, perform or cause to be performed (including engaging one (1) or more third parties or taking assignment of any relevant Subcontracts and having the applicable Subcontractors perform) the Work necessary to cause such Ice Bear Units to become Commissioned Units in accordance with the terms of this Agreement at the Purchaser's sole cost and expense. The Purchaser's exercise of its rights under this Section 11.6(b) shall not relieve the Seller of any surviving obligations under this Agreement.

11.7 *Purchaser's Failure to Satisfy Obligations.* If (i) the Purchaser fails to satisfy any of its material obligations under this Agreement, or (ii) any act or omission by the Purchaser or any SCPPA Participant materially adversely affects the Seller's ability to timely fulfill its obligations under this Agreement, then provided such occurrence is not the result of the Seller's breach of this Agreement, in addition to any other remedies available to the Seller under this Agreement, the Seller shall be entitled to an equitable adjustment to the time to complete any of its obligations hereunder and, its costs, on a reimbursable basis.

11.8 *Surviving Obligations.* Termination of this Agreement pursuant to this Article XI or the expiration of this Agreement pursuant to its terms (i) shall not relieve either Party of its obligation with respect to the payment of Taxes as set forth in Article VII, (ii) shall not relieve either Party of its indemnity obligations as set forth in Article X or in any other provision of this Agreement, (iii) shall not relieve either Party of its obligations with respect to the confidentiality of the other Party's Confidential Information as set forth in Article XV, (iv) shall not relieve either Party of its obligations under the miscellaneous provisions as set forth in Article XVII, (v) shall not relieve the Seller of its obligations under Article VIII, (vi) shall not relieve either Party of any obligation hereunder which expressly or by implication survives termination hereof, (vii) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for Losses to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination and (viii) shall not revoke, cancel or otherwise terminate the license to the Seller Intellectual Property granted to the Purchaser pursuant to Section 6.2; provided such license shall remain subject to the terms of Section 6.2 and the other applicable terms of this Agreement. This Section 11.8 shall survive the termination or expiration of this Agreement.

ARTICLE XII LIMITATION OF LIABILITY

12.1 *Maximum Liability.* Notwithstanding any other provision of this Agreement to the contrary, the maximum aggregate liability of the Seller under this Agreement, whether based in contract, warranty, indemnity, tort (including negligence and strict liability) or any other legal or equitable theory shall not exceed the greater of (i) \$5,000,000 and (ii) the amount of the Purchase Price actually received by the Seller under this Agreement at the time such liability is assessed; provided, however, that such limitation shall not apply to liability arising from the Seller's gross negligence or willful misconduct. All liability of the Seller under this Agreement shall terminate upon the end of the earlier of (a) the Liability Period and (b) the applicable statute of limitations.

12.2 No Consequential Damages. Notwithstanding any other provision of this Agreement to the contrary, neither Party shall be liable to the other Party for any consequential, special, exemplary, indirect or incidental Losses, or for any loss of power, replacement power, loss of use, loss of production, cost of capital, loss of goodwill, loss of opportunity, loss of revenues or profit or the loss of use thereof, or damage to or loss of any property or equipment whether based in contract, warranty, indemnity, tort (including negligence or strict liability) or any other legal or equitable theory, and each Party hereby releases the other Party from any such liability.

12.3 Conditions on Assignment by the Purchaser. The Purchaser covenants and agrees that, if it seeks to transfer or assign (to the extent permitted by Section 17.9) any portion of this Agreement to any Person, it shall, as a condition to such transfer or assignment, cause such transferee to acknowledge and agree to the restrictions and limitations set forth in this Agreement, including those set forth in this Article XII.

12.4 Gratuitous Advice. If the Seller furnishes the Purchaser or a SCPPA Participant with advice or assistance that does not relate to the use, operation, or ownership of the Ice Bear Units, the furnishing of such advice or assistance will not subject the Seller to any liability, whether in contract, warranty, indemnity, tort (including negligence and strict liability) or any other legal or equitable theory.

12.5 Seller Defined. For purposes of this Article XII only, the term “Seller” shall mean the Seller, its Affiliates, Subcontractors and their respective Representatives, individually or collectively.

12.6 Limitations to Prevail. The provisions of this Article XII shall prevail over any conflicting or inconsistent provisions contained in this Agreement, except to the extent that such provisions further restrict or limit the Seller’s liability.

ARTICLE XIII INSURANCE

13.1 Coverages. During the Term, the Seller shall maintain the insurance coverages specified in Exhibit L attached hereto.

13.2 Certificates of Insurance. The Seller shall furnish the Purchaser with certificates of insurance evidencing that insurance has been provided to meet the above requirements. Such certificates shall state that: (i) issuer shall use commercially reasonable efforts to provide at least thirty (30) days’ prior written notice before such insurance shall be cancelled, limited in scope or coverage or not renewed (or within ten (10) days for non-payment of premium), which notice shall be delivered to:

Executive Director, SCPPA
225 S. Lake Avenue, Suite 1250
Pasadena, CA 91101
Facsimile: (626) 793-9461

(ii) any insurance maintained by SCPPA shall apply in excess of and not contribute with insurance required to be provided by the Seller under this Agreement; and (iii) SCPPA, its officers and employees are added as additional insureds with respect to the activities performed pursuant to this Agreement by or on behalf of the Seller.

ARTICLE XIV REPRESENTATIONS AND WARRANTIES OF THE SELLER AND THE PURCHASER

14.1 Representations and Warranties of the Seller. The Seller represents and warrants to the Purchaser as of the Effective Date that:

(a) **Existence and Powers.** The Seller is a Delaware limited liability company, validly existing and in good standing under the laws of the State of Delaware, with full legal right, power and authority to enter into and to perform its obligations under this Agreement.

(b) **Due Authorization and Binding Obligation.** This Agreement has been duly authorized, executed and delivered by all necessary company action of the Seller and constitutes a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency or other Applicable Laws affecting creditors' rights from time to time in effect.

(c) **No Conflict.** Neither the execution nor delivery by the Seller of this Agreement, nor the performance by the Seller of its obligations in connection with the transactions contemplated hereby or the fulfillment by the Seller of the terms or conditions hereof, (i) conflicts with, violates or results in a breach of any Applicable Laws or (ii) conflicts with, violates or results in the breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which the Seller is a party or by which the Seller or any of its properties or assets are bound, or constitutes a material default under any of the foregoing.

(d) **Intellectual Property.** Seller's performance of the Work and the Purchaser's use thereof (including the Seller Intellectual Property) as contemplated by this Agreement, do not and shall not infringe or violate any Intellectual Property of any Person.

14.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller as of the Effective Date that:

(a) **Existence and Powers.** The Purchaser is a public entity and joint powers authority formed and organized pursuant to the California Joint Exercise of Power Act, validly existing under the laws of the State of California, with full legal right, power and authority to enter into and to perform its obligations under this Agreement.

(b) **Due Authorization and Binding Obligation.** This Agreement has been duly authorized, executed and delivered by all necessary action of the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as the same may be limited by bankruptcy, insolvency or other Applicable Laws affecting creditors' rights from time to time in effect.

(c) **No Conflict.** Neither the execution nor delivery by the Purchaser of this Agreement, nor the performance by the Purchaser of its obligations in connection with the transactions contemplated hereby or the fulfillment by the Purchaser of the terms or conditions hereof, (i) conflicts with, violates or results in a breach of any Applicable Laws or (ii) conflicts with, violates or results in the breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which the Purchaser is a party or by which the Purchaser or any of its properties or assets are bound, or constitutes a material default under any of the foregoing.

ARTICLE XV CONFIDENTIALITY

15.1 Confidentiality. Each Party agrees, and shall use reasonable efforts to cause its parent, subsidiary and Affiliates, and its and their respective directors, officers, employees and representatives to agree, as a condition to receiving confidential information hereunder, to keep confidential, except as required by Applicable Laws, all documents, data, drawings, studies, projections, plans and other written information that relate to economic benefits to or amounts payable by either Party under this Agreement, and, with respect to documents, that are clearly marked “Confidential” at the time a Party shares such information with the other Party (“**Confidential Information**”). The provisions of this Article XV shall survive and shall continue to be binding upon the Parties for a period of one (1) year following the date of termination of this Agreement. Notwithstanding the foregoing, information shall not be considered confidential which (i) is disclosed with the prior written consent of the originating Party, (ii) was in the public domain prior to disclosure or is or becomes publicly known or available other than through the action of the receiving Party in violation of this Agreement, (iii) was lawfully in a Party’s possession or acquired by a Party outside of this Agreement, which acquisition was not known by the receiving Party to be in breach of any confidentiality obligation, or (iv) is developed independently by a Party based solely on information that is not considered confidential under this Agreement.

15.2 Rights to Disclose. Either Party may, without violating this Article XV, disclose matters that are made confidential by this Agreement:

(a) to its counsel, accountants, auditors, advisors, other professional consultants, credit rating agencies, actual or prospective, co-owners, investors, lenders, underwriters, contractors, suppliers, and others involved in construction, operation, and financing transactions and arrangements for a Party or its subsidiaries, affiliates, or parent; and

(b) to governmental officials and Persons involved in any proceeding in which either Party is seeking a permit, certificate, or other regulatory approval or order necessary or appropriate to carry out this Agreement; to governmental officials or the public as required by any Applicable Law, regulation, order, rule, ruling or other requirement of Applicable Laws, including without limitation oral questions, discovery requests, subpoenas, civil investigations or similar processes and laws or regulations requiring disclosure of financial information, information material to investors, and filing of financial reports. If a Party is requested or required, pursuant to any Applicable Law, regulation, order, rule, order, ruling or other requirement of Applicable Laws, discovery request, subpoena, civil investigation or similar

process to disclose any of the Confidential Information, such Party shall provide prompt written notice to the other Party of such request or requirement so that at such other Party's expense, such other Party can seek a protective order or other appropriate remedy concerning such disclosure. In the event that the Parties fail to obtain a protective order or similar protection, the Party receiving the demand or request for disclosure of Confidential Information shall furnish only that portion of the Confidential Information that is legally required to be furnished and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be afforded the Confidential Information so disclosed.

15.3 Purchaser's Disclosure Obligations.

(a) Notwithstanding the foregoing or any other provision of this Agreement, the Seller acknowledges that the Purchaser, as a California joint powers authority, and each SCPPA Participant, as a California municipal corporation or public district, is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 6250 et. seq. ("**CPRA**") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et. seq. ("**Brown Act**"). Confidential Information of the Seller provided to the Purchaser pursuant to this Agreement will become the property of the Purchaser and the Seller acknowledges that the Purchaser shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of the Purchaser's or a SCPPA Participant's copying or releasing to a third party any of the Confidential Information of the Seller required pursuant to the CPRA or Brown Act. Notwithstanding the foregoing or any other provision of this Agreement, the Purchaser may record, register, deliver and file all such notices, statements, instruments and other documents to the extent necessary or advisable to render fully valid, perfected and enforceable under all Applicable Laws the credit support required in connection with this Agreement and the rights, liens and priorities of the Purchaser or the SCPPA Participant with respect to such credit support.

(b) If the Purchaser or a SCPPA Participant receives a CPRA request for Confidential Information of the Seller, then the Purchaser will (and, if the Purchaser has knowledge of a SCPPA Participant's receipt of a CPRA request, will encourage the SCPPA Participant to) notify the Seller of the request and its intent to disclose the documents in writing as promptly as reasonably practicable following receipt of any such request. The Purchaser will (and, if the Purchaser has knowledge of a SCPPA Participant's receipt of a CPRA request, will encourage the SCPPA Participant to) only release, such documents as required by CPRA, unless the Seller timely obtains a court order prohibiting such release. If the Seller, at its sole expense, chooses to seek a court order prohibiting the release of Confidential Information pursuant to a CPRA request, then the Seller undertakes and agrees to defend, indemnify and hold harmless the Purchaser or the SCPPA Participant from and against all suits, claims, and causes of action brought against the Purchaser or the SCPPA Participant for the Purchaser's or the SCPPA Participant's refusal to disclose Confidential Information of the Seller to any Person making a request pursuant to CPRA. The Seller's indemnity obligations shall include, but are not limited to, all actual costs incurred by the Purchaser or the SCPPA Participant, and specifically including costs of experts and consultants, as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the Purchaser or the SCPPA Participant, through and including any appellate proceedings. The Seller's obligations to the Purchaser under this indemnification provision shall be due and payable on a monthly

on-going basis within thirty (30) days after each submission to the Seller of the Purchaser's invoices for all fees and costs incurred by the Purchaser, as well as all damages or liability of any nature.

ARTICLE XVI DISPUTE RESOLUTION

16.1 Referral to Senior Executives. Except as otherwise provided in Section 5.2, in the event of any action, dispute or controversy arising out of or relating to this Agreement (each, a "**Dispute**"), the Parties shall promptly seek to resolve any such Dispute by negotiations between senior executives of the Parties who have the authority to settle the Dispute. When a Party believes there is a Dispute that Party shall give the other Party written notice of the Dispute. Within thirty (30) days after the effective date of such notice, the other Party shall submit to the other a written response. Both the notice and response shall include (i) a statement of each Party's position and a summary of the evidence and arguments supporting such position; and (ii) the name, title, facsimile number, email address and telephone number of the executive or executives who shall represent the Party. In the event that the Dispute involves a Claim arising out of the actions of any third Person, the receiving Party shall have such additional time as necessary, not to exceed an additional thirty (30) days, to investigate the Dispute before submitting a written response. The executives shall meet at a mutually agreeable time and place within fifteen (15) days after the date of the response and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the Dispute. If one Party's executives intend to be accompanied at a meeting by an attorney, the other Party's executives shall be given a least ten (10) Business Days' notice of such intention and may also be accompanied by an attorney.

16.2 Remedies. If the Dispute has not been resolved within thirty (30) days after the date of the response given pursuant to Section 16.1, or such additional time, if any, that the Parties mutually agree to in writing, or if any Party receiving a Dispute notice denies the applicability of the provisions of this Article XVI or otherwise refuses to participate under the provisions hereof, either Party may pursue, subject to any applicable limitations set forth in Article XII and elsewhere in this Agreement, such remedies as are available to it at law or in equity.

16.3 Claims Presentment Under California Law. As stated in Section 17.1, this Agreement shall be governed by, interpreted and enforced in accordance with laws of the State of California, without regard to the conflict of laws principles thereof. In addition to the dispute resolution process set forth in this Article XVI, the Parties must also comply with California law governing claims against public entities and presentment of such claims.

ARTICLE XVII MISCELLANEOUS

17.1 Governing Law; Jurisdiction; Attorneys' Fees. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of California, without regard to the conflict of laws principles thereof. All litigation arising out of or in connection with this Agreement and the transactions contemplated or documents required hereby

shall be brought in a state or federal court in the State of California, County of Los Angeles. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts and waive any defense of forum non-conveniens. Both Parties agree that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs.

17.2 Independent Contractor. The Seller is an independent contractor to the Purchaser hereunder, and nothing contained herein shall be construed as constituting any relationship with the Purchaser or any SCPPA Participant (including a partnership, joint venture, or similar relationship) other than that of purchaser and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Purchaser's and the Seller's employees.

17.3 Notices.

(a) Unless this Agreement specifically requires otherwise, any notice, demand, consent or request provided for in this Agreement, or served, given or made in connection with it, shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by facsimile or sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight courier service that provides a receipt of delivery, in each case, to the Parties at the addresses specified below. For the purposes of the Commissioning Notices and Production Order Schedules, electronic mail shall be an acceptable method of delivery. In addition to any of the foregoing, the Parties may agree in writing at any time to deliver notices, demands, consents, or requests through alternate methods, such as electronic mail.

If to the Purchaser, to:

Southern California Public Power Authority
225 S. Lake Avenue, Suite 1250
Pasadena, CA 91101
Telephone No.: (626) 793-9364
Facsimile No.: (626) 793-9461
Attn: Bill Carnahan, Executive Director
E-mail: bcarnahan@scppa.org

with a copy which shall not constitute notice to:

Southern California Public Power Authority
225 S. Lake Avenue, Suite 1250
Pasadena, CA 91101
Telephone No.: (626) 793-9364
Facsimile No.: (626) 793-9461
Attn: General Counsel
E-mail: rhelgeson@scppa.org

If to the Seller, to:

Ice Energy California (Installation), LLC
c/o Ice Energy, Inc.
9351 Eastman Park Drive, Suite B
Windsor, CO 80550
Facsimile No.: (970) 545-3634
Attn: Frank Ramirez, Chief Executive Officer Ice Energy, Inc.
E-mail: framirez@ice-energy.com

with a copy which shall not constitute notice to:

Ice Energy, Inc.
9531 Eastman Park Drive, Suite B
Windsor, CO, 80550
Facsimile No.: (970) 545-3634
Attn: Michael Hopkins, Executive Vice President and
General Counsel Ice Energy, Inc.
E-mail: mhopkins@ice-energy.com

(b) The effective date of notice given by personal delivery, mail or overnight courier pursuant to this Section 17.3 shall be upon physical receipt. The effective date of notice given by facsimile pursuant to this Section 17.3 shall be as of (i) the date of confirmed delivery if delivered before 5:00 p.m., Los Angeles time on any Business Day; or (ii) the next succeeding Business Day if confirmed delivery is after 5:00 p.m., Los Angeles time on any Business Day or during any non-Business Day. The effective date of notice given by electronic mail pursuant to this Section 17.3 shall be as of (i) the date sent if delivered before 5:00 p.m., Los Angeles time on any Business Day; or (ii) the next succeeding Business Day if sent after 5:00 p.m., Los Angeles time on any Business Day or during any non-Business Day.

17.4 Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof, including any prior letters of intent, term sheets or confidentiality agreements executed by the Parties in respect of the transactions contemplated by this Agreement, and contains the sole and entire agreement between the Parties with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties between the Parties other than those set forth herein.

17.5 Expenses. Except as otherwise expressly provided in this Agreement, and whether or not the transactions contemplated hereby are consummated, each Party shall pay its own costs and expenses incurred in connection with the negotiation, review, execution and performance of this Agreement.

17.6 Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by either Party of any term or condition of this Agreement, in any one or

more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

17.7 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by each Party.

17.8 Third Party Beneficiaries. Except as specified in Section 6.2, Article X, and Section 15.3, which are also intended to benefit and to be enforceable by the Purchaser Indemnified Parties, the terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

17.9 No Assignment; Binding Effect. Except as set forth below in this Section 17.9, neither this Agreement nor any right, interest or obligation hereunder may be assigned by a Party without the prior written consent of the other Party. Notwithstanding the foregoing, without the prior consent of the other Party, either Party may assign its rights and interest under this Agreement (a) as collateral security for the obligations of a Party to (i) any Persons providing interim or long term financing to it or its Affiliates, (ii) any equity investors, including, holders of any class of stock in such Party; (b) to the successor of such Party or to a Person acquiring all or substantially all of such Party's assets; or (c) in the case of the Purchaser, a partial assignment of the Purchaser's rights and obligations under this Agreement to any SCPPA Participant relating to that portion of the Aggregate Purchase Quantity allocated to such SCPPA Participant, provided that any such assignment shall include an express assumption of the Purchaser's obligations under this Agreement and provided further, that at the time of the assignment such SCPPA Participant has a current long term credit rating (corporate or long term senior unsecured debt) of (1) "Baa2" or higher by Moody's Investors Service, Inc.; or (2) "BBB" or higher by Standard & Poor's. Except as to assignments to any SCPPA Participant, any permitted assignee of this Agreement shall have the right to further assign this Agreement in accordance with the terms of this Section 17.9. This Agreement is binding upon, inures to the benefit of, and is enforceable by, the Parties and their respective successors and assigns.

17.10 Headings; Construction. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel. This Agreement shall not be construed against either Party, and no consideration shall be given or presumption made, on the basis of which Party drafted this Agreement or any particular provision hereof or which Party supplied the form of agreement.

17.11 Severability. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use commercially reasonable efforts to modify this Agreement in order to preserve and give effect, to the greatest extent possible, to the original intention of the Parties.

17.12 Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts and upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same

instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or more signature pages.

17.13 *Other Business Pursuits of the Seller.* The Purchaser acknowledges and agrees that this Agreement shall not preclude or limit in any respect the right of the Seller or any of its Affiliates to engage in or invest in any venture or business activity of any nature or description and the Purchaser shall not have the right, by virtue of this Agreement or the relationship created hereby, to any interest in such other ventures or activities, or to the income or proceeds derived therefrom.

17.14 *Conflicting Provisions.* In the event of any conflict between this Agreement and any Exhibit, the terms and provisions of this Agreement, as amended from time to time, shall control.

[Balance of this page intentionally left blank; Signature Page follows]

4581246_17.DOC

IN WITNESS WHEREOF, this Ice Bear Unit Purchase and Sale Agreement has been duly executed and delivered by the duly authorized officer of each Party as of the date first above written.

ICE ENERGY CALIFORNIA
(INSTALLATION), LLC

By: _____
Name:
Title:

ICE ENERGY CALIFORNIA
(OPERATIONS), LLC
(Solely with respect to Section 2.10)

By: _____
Name:
Title:

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By: _____
Name:
Title:

EXHIBIT A
SPECIFICATIONS



SPECIFICATIONS

COOLING CAPABILITY

- Maximum Cooling Load 5 Tons
- Total Storage Module Capacity 30 Ton-hours

NIGHTTIME ICE MAKE

- Copeland Scroll Compressor 4.3 Ton
- Ice Make Time (full make) @ 55° F 10 hours
- Ice Make Time (full make) @ 75° F 11.5 hours

LINE SET RESTRICTIONS

- Length (Ice Bear to airside coil) 150 feet
- Height (Ice Bear to coil above/max) 35 feet
- Height (Ice Bear to coil below/max) 20 feet

ICE STORAGE SECTION

- Tank Capacity (tap water) 475 gallons
- Thermal Storage Capacity (latent) 360,000 BTU

REFRIGERANT MANAGEMENT SYSTEM (RMS) & COMPRESSOR

- Refrigerant R-410A

COOLDATA® SMARTGRID CONTROLLER

- Built-In Web Server & Data Logging
- NI LabVIEW On-Board Application Layer
- Historian
- 1-Wire Dallas Sensor Network

PHYSICAL PROPERTIES

- Size 101" W x 60"D x 48" H
- Weight (dry) 1,500 lb. (approx.)
- Weight (filled) 5,500 lb. (approx.)
- Load Distribution (filled) 155 lbs. per ft²

ELECTRICAL REQUIREMENTS (BY MODEL #)

- #IB30A-521: 208/230 VAC, 1Φ, 50A min. service
- #IB30A-523: 208/230 VAC, 3Φ, 30A min. service
- #IB30A-543: 460 VAC, 3Φ, 20A min. service



California Title 24

These Ice Storage Air Conditioner storage devices are approved by the California Energy Commission for use under Title 24 as described in the NONRESIDENTIAL ALTERNATIVE CALCULATION METHOD (ACM) APPROVAL MANUAL for the 2005 and emerging 2008 BUILDING ENERGY EFFICIENCY STANDARDS FOR RESIDENTIAL AND NONRESIDENTIAL BUILDINGS.

The listing of approved Ice Energy devices is available from the CEC website: http://www.energy.ca.gov/files/2008/04/24/2008CaliforniaTitle24SpecialCase_Application/Compliance_Options/2008-06-20_APPROVED_ICE_STORAGE_AIR_CONDITIONERS.PDF

Manufactured under the following U.S. Patents: 5,647,225 - 7,124,594 - 7,162,878 - 5,255,526 - D501,490 - 7,363,772 - D540,452 - D538,412. Additional patents pending. All trademarks, logos and copyrights are the sole property of their respective owners.

EXHIBIT B

SELLER'S WIRE TRANSFER INSTRUCTIONS

Funding Instructions and Contact Information
07/28/2009

Please make checks payable to:
Ice Energy, Inc.

Federal Express Address:
**9351 Eastman Park Dr., Suite B
Windsor, CO 80550
970-545-3630**

Wiring Instructions:
**Wells Fargo Bank
420 Montgomery St.
San Francisco, CA 94104
ABA # 121000248 (Domestic)
SWIFT# WFBIUS6S (International)**

For Further Credit to:
**Ice Energy, Inc.
Account No. 9014717517**

Banking Contact Information:
**Chris Burns
Wells Fargo Bank
3600 S. College Ave.
Fort Collins, CO 80525
970-226-7703 (office)**

Questions:
**Milton Stockmyer
VP/Corporate Controller
970-545-3135 (office)
303-478-8668 (cell)**

EXHIBIT C

FORM OF RIGHT OF WAY EASEMENT

Recording Requested By
And When Recorded Mail To

--	--

Space above this Line for Recorder's Use

IID-909

APN: _____

Documentary Transfer Tax § R& T §11922; Gov Code §6103

____ Computed on Full Value of Property Conveyed, or

____ Computed on Full Value less liens and encumbrances
remaining thereon at time of sale

Signature of Declarant or Agent Determining Tax - Firm Name

RIGHT OF WAY EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned herewith convey__ to _____, its successors or assigns ("Grantee"), a right of way easement for the purpose of constructing, installing, operating, and maintaining underground and/or overhead power line or lines, load shifting and/or load management equipment, and necessary appurtenances attached thereto or as from time to time may be reconstructed, enlarged or otherwise changed, over, on and across the following described property:

County of _____, State of California.

Said right of way being described as: Indicated on Exhibit "A" and depicted in Exhibit "B" attached hereto and made part of.

The Grantee shall have the right of ingress and egress over and along said right of way for its representatives and equipment. Also the right to keep the right of way free from brush, wood growth or obstructions which might be deemed a hazard. Any use of said right of way easement shall not determine or limit the extent of the easement granted herein.

The Grantee shall also have the right to remove or destroy any obstruction or fire hazard that might now exist or exist in the future on said right of way.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING _____ by calling 811 (Underground Alert), and OBTAINING PERMISSION.

IN WITNESS WHEREOF said Grantor _____ has _____ hereunto affixed _____ signature__ this _____ day of _____, 20 _____ .

President

Secretary

File#

EXHIBIT D

FORM OF INSTALLATION CERTIFICATE

See attached.



ICE ENERGY

CLEAN ENERGY DOESN'T GET ANY COOLER THAN THIS.

ICE BEAR® 30 UNIT INSTALLATION & COMMISSIONING REPORT
for: SCPPA

INSTALLATION		
<i>Complete one report for each Ice Bear® 30 system.</i>		
SCPPA Participant Name:		
Customer/Site:		
Address:		
City:	State:	Zip Code:
Contact Name:	Title:	Phone:
Completed by:	for:	Date:
INSTALLING CONTRACTOR(S)		
<i>Company Name</i>	<i>Address</i>	<i>Phone</i>
•		
•		
•		
EQUIPMENT		
Ice Bear Unit Model #:	Ice Bear Unit SN:	
CoolData® controller SN:		
Existing RTU/ECU Mfr: _____ Model #: _____		
SN: _____		
New IRT/RTU/ECU Mfr: _____ Model #: _____		
SN: _____		
Capacity: _____ btuh No. of Stages: _____ Voltage: _____ Phase _____ Blower Phase: _____		
Ice-Coil™ Model #: _____		
MECHANICAL CHECKLIST		
<input type="checkbox"/> Inspect all refrigerant & condensate piping	<input type="checkbox"/> Check water TANK level	
<input type="checkbox"/> Verify that both liquid & suction refrigerant lines are insulated	<input type="checkbox"/> Add biocide (see <i>Installation Guide</i>)	
<input type="checkbox"/> Perform leak check	<input type="checkbox"/> Charge system refrigerant charge	
ELECTRICAL CHECKLIST		
<input type="checkbox"/> Verify Line Voltage at the ICE BEAR unit	<input type="checkbox"/> Verify control voltage	
<input type="checkbox"/> Verify Line Voltage at airside equipment	<input type="checkbox"/> Verify control terminations	
SITE CHECKLIST		
<input type="checkbox"/> Verify a Right-of-Way Easement has been signed and provided to the relevant SCPPA Participant to file and record (as such terms are defined in the Ice Bear Unit Purchase and Sale Agreement between Ice Energy California (Installation), LLC and Southern California Public Power Authority).		



ICE BEAR® 30 UNIT INSTALLATION & COMMISSIONING REPORT
(continued)

COMMISSIONING	
ICE MAKE MODE	
<input type="checkbox"/>	Initiate and verify Ice Make Mode
<input type="checkbox"/>	Verify proper COMPRESSOR rotation
<input type="checkbox"/>	Measure COMPRESSOR amp draw
<input type="checkbox"/>	Verify COMPRESSOR suction and discharge pressures
<input type="checkbox"/>	Measure CONDENSER FAN MOTOR(s) amp draw
<input type="checkbox"/>	Measure COOLDATA CONTROLLER amp draw (same location as 822 CT)
<input type="checkbox"/>	Verify LED status (LED sequence matches current mode)
ICE COOLING MODE	
<input type="checkbox"/>	Initiate and verify Ice Cooling Mode via THERMOSTAT/CONTROLS
<input type="checkbox"/>	Measure REFRIGERANT PUMP amp draw
<input type="checkbox"/>	Measure WATER PUMP amp draw
<input type="checkbox"/>	Verify TANK water circulation
<input type="checkbox"/>	Verify REFRIGERANT PUMP inlet and outlet pressures
<input type="checkbox"/>	Verify EVAPORATOR SUPPLY SOLENOID operation
<input type="checkbox"/>	Verify ICE-COIL temperature split
<input type="checkbox"/>	Measure COOLDATA CONTROLLER amp draw (same location as 822 CT)
<input type="checkbox"/>	Verify LED status (LED sequence matches current mode)
BYPASS COOLING MODE (DX COOLING)	
<input type="checkbox"/>	Verify COOLING OUTPUT SIGNAL
<input type="checkbox"/>	Verify proper DX COMPRESSOR rotation
<input type="checkbox"/>	Measure DX COMPRESSOR amp draw
<input type="checkbox"/>	Verify DX COMPRESSOR suction and discharge pressures
<input type="checkbox"/>	Measure CONDENSER FAN MOTOR(s) amp draw
<input type="checkbox"/>	Measure COOLDATA CONTROLLER amp draw (same location as 822 CT)
<input type="checkbox"/>	Verify LED status (LED sequence matches current mode)
<input type="checkbox"/>	Returned all systems to normal operating mode



EXHIBIT E

WARRANTIES

SCOPE

This “Exhibit E” defines the Warranty.

Part 1: Limited Product Warranty

“Ice Energy Products” covered under this Product Warranty are warranted to be free from defects in materials and workmanship, under normal use and service when installed and used in the manner for which they are intended, for one (1) year from the dates such units become Commissioned Units (“Warranty Commencement Date”), except for the Ice Energy components specified below:

- Compressor - 5 years from Warranty Commencement Date
- Condensing Unit Heat Exchanger – 5 years from Warranty Commencement Date
- Ice Storage Tank & Ice Heat Exchanger – 5 years from Warranty Commencement Date

“Ice Energy Products” include products manufactured by the Seller, as well as parts or components of products that are manufactured exclusively for the Seller, by another party, to the Seller’s specifications and drawings.

“Non-Ice Energy Products” **not covered by this Warranty**, include products supplied by the Seller manufactured by another party. Such Non-Ice Energy Products are resold by the Seller in their original form and are not modified by the Seller in any way. Purchaser's remedy for defective Non-Ice Energy Products shall be limited to the applicable warranty of the manufacturer or supplier.

Limitations

The sole obligation of the Seller hereunder is to repair or supply a replacement for the defective part, assembly or portion thereof of any Ice Energy Product, at its option, and without charge. This Warranty does not cover the cost of labor for any adjustments or service calls, nor does it include the cost of labor for replacing defective parts or components. Other than the foregoing repair or replacement, the Purchaser shall have *no other remedy against the Seller, and the Seller shall not be liable for loss or damage arising from Law, strict liability in tort, or negligence resulting from any defect in an Ice Energy Product, even though the defect was caused by negligence, breach of warranty or strict liability in tort of the Seller. In any event, the Seller shall not be liable for incidental and/or consequential damages including loss of income or profits, lost sales, customer goodwill, or economic loss.*

Conditions

Such repair or replacement will be effected at a location of the Seller’s choice (including the Seller’s plants and service facilities, or authorized service agent). In replacing any Ice Energy Product pursuant to this Product Warranty, the Seller may replace such Ice Energy Product with a modified or improved product or component.

Purchasers claiming Warranty should contact the authorized dealer that installed the Ice Bear Unit, a Seller-authorized service agent, or the Seller’s location where the item was purchased.



Other Exclusions

This Warranty does **NOT APPLY TO:**

- Normal maintenance as outlined in the installation and servicing instructions or owner's manual.
- Ice Energy Products which the Seller has determined have been damaged by misuse, negligence, accident, vandalism, unauthorized servicing, lack of normal maintenance, or misapplication.
- Ice Energy Products on which modification, disassembly and/or repairs have been attempted without prior authorization from the Seller or the Seller's authorized service agent or authorized dealer.
- Any Ice Energy Product if any component part has been repaired or replaced by any part not manufactured or specified by the Seller.
- Failure to start and/or damage due to voltage conditions, blown fuses, open circuit breakers, or other similar damages due to the inadequacy or interruption of electrical service.
- Ice Energy Products not installed, commissioned, serviced or repaired by the Seller or a Seller's trained and authorized dealer.
- Installations of Ice Energy Products unless a commissioning report has been completed and factory registered by an authorized dealer.
- Damage as a result of floods, earthquakes, winds, tornados, fires, lightning, accidents, corrosive atmosphere (including coastal salt water conditions) or other conditions beyond the control of the Seller.
- Products installed for personal and household use.
- Prototypes and test units. These units or the transactional documentation will be marked as experimental, prototype, test, beta, or other similar marking. The Seller grants no warranty to such products, either expressed or implied, as the purpose of these products is research and development testing.

Service or other labor charges not included in this warranty may be covered by a service agreement through the Seller at the time of purchase. Such agreement or contract shall be separate and apart from this factory equipment warranty.

Part 2: Limited Service Warranty

The Seller warrants its services, such as installation services and site supervision ("**Services**") to be free from defects in materials and workmanship for a period of one year from the date of Service completion. This warranty shall also cover labor for repair or replacement of a defective part, assembly or portion thereof of any Ice Energy Products installed as part of a Service ("**Warranty Services**") for a period of one year from date of installation, when performed by or at the direction of the Seller. Following Warranty Services, the period of warranty coverage for the unexpired portion of the Product Warranty shall also apply.

Limitations

The sole obligation of the Seller hereunder is to repair, replace, or reperform, at its option, and without charge, any defective Services, including the materials, parts, assemblies, or portions thereof damaged or non-performing as a result of the defective Services. Other than the foregoing repair, replacement, or reperformance, the Purchaser shall have *no other remedy against the Seller, and the Seller shall not be liable for loss or damage arising from Law, strict liability in tort, or negligence resulting from any defect in Ice Energy Services, even though the defect was caused by negligence, breach of warranty or strict liability in tort of the Seller. In any event, the Seller shall not be liable for incidental and/or consequential damages including loss of income or profits, lost sales, or economic loss. In no event will the Seller's liability exceed the amount of money paid to the Seller for the particular Service involved.*



Conditions

Such repair, replacement, or reperformance will be effected at a location of the Seller's choice (including the Seller's plants and service facilities, or authorized service agent). In repairing, replacing or reperforming a Service, the Seller may replace such Ice Energy Product with a modified or improved product or component.

Purchasers claiming Warranty should contact the Seller's location that provided the Services.

Other Exclusions

This Warranty does **NOT APPLY TO:**

- Failure to start due to voltage conditions, blown fuses, open circuit breakers, or other similar damages due to the inadequacy or interruption of electrical service.
- Damage as a result of floods, earthquakes, winds, tornados, fires, lightning, accidents, vandalism, corrosive atmosphere or other conditions beyond the control of the Seller.
- Normal maintenance as outlined in the installation and servicing instructions or owner's manual.
- Products which the Seller has determined have been damaged by misuse, negligence, accident, unauthorized servicing, or misapplication.
- Products on which disassembly and/or repairs have been attempted without prior authorization from the Seller.
- Any Ice Energy Product if any component part has been repaired or replaced by any part not manufactured or specified by the Seller.
- Products not installed, commissioned, serviced or repaired by the Seller.

END



EXHIBIT F

UNIT SITE OFFSET CAPACITY TABLE

SCOPE

This “Exhibit F” is used to quantify the peak day demand reduction, in kW, for each Commissioned Unit on the Customer side of the meter.

Purpose

- To provide a consistent method for determining the contribution to the Aggregate Purchase Quantity of each Commissioned Unit, by SCPA Participant, on the Customer side of the meter.

Background

- The peak day electrical demand of air conditioning equipment varies by the type of Connected A/C Unit equipment, the size of the unit’s compressor that is displaced, the date of manufacture, and the summer peak day temperature.
 - The range in the amount of Site kW per Commissioned Unit will vary from:
 - a low of 3.19 kW for a 3-Ton Connected A/C Unit in CZ 9, manufactured 2006 – 2010 to
 - a high of 14.05 kW for a 7.5 Ton Connected A/C Unit in CZ 15 manufactured pre-1984
 - The Connected A/C Unit size is listed on the nameplate of a Connected A/C Unit itself and the typical range is
 - 3.0-Tons, 36,000 BTUh
 - 3.5 Tons, 42,000 BTUh
 - 4.0 Tons, 48,000 BTUh
 - 5.0 Tons, 60,000 BTUh
 - 6.0 Tons, 72,000 BTUh
 - 7.5 Tons, 90,000 BTUh
 - For multistage Connected A/C Units, the value for the compressor displaced will be applicable
 - The date of manufacture is listed on the nameplate of the Connected A/C Unit itself. HVAC equipment must be manufactured in accordance with minimum federal energy efficiency standards that are increased from time-to-time.
 - The ranges used in this Exhibit F are:
 - pre-1984,
 - 1984 – 1991,
 - 1992 – 2005, and
 - 2006 –

- The peak day temperature is determined by the Connected A/C Unit’s location within a California Climate Zone using NOAA historical weather data for a representative city within the climate zone.
- The Climate Zones used in this Exhibit F include:
 - CZ 9, CZ 10, and CZ 15

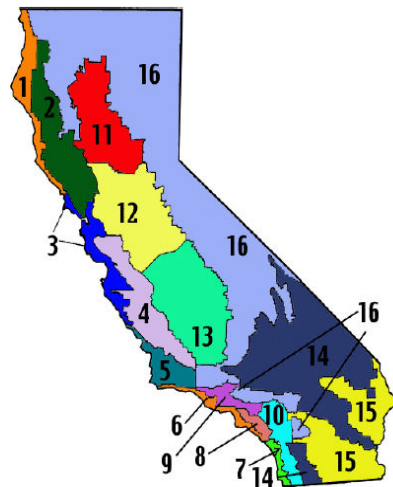
Prescriptive Demand Calculation

- The prescriptive look-up tables are based on the California Energy Commission, Alternative Calculation Method calculations¹ Manual for the performance of air conditioners without SEER rating.
- A copy of the calculations used to determine the following tables will be filed as part of the Agreement.

A/C Equipment Type SEER and EER Ratings

Split & Packaged DX A/C Unit Energy Efficiency Ratings kW				
Vintage	Before 1984	1984-1991	1992-2005	2006 +
SEER	8	8.9	9.7	13
EER	7.095	7.842	8.506	10
EERnf²	8.07	9.00	9.86	11.82

Single Package Vertical Unit Energy Efficiency Ratings kW				
Vintage	Before 1984	1984-1991	1992-2005	2006 +
EER	7.095	7.842	8.506	8.6
EERnf	8.07	9.00	9.86	9.98



California Climate Zone Map

¹ California Energy Commission 2005 Alternative Calculation Method Website Link:
http://www.energy.ca.gov/title24/2005standards/nonresidential_acm/2005_NONRES_ACM_MANUAL.PDF
 2.5.2.6 Equipment Performance of Air Conditioners and Heat Pumps without SEER Ratings

² EERnf = The calculation is used for packaged A/C units where the industry standard efficiency calculation includes the air circulation (blower) fan. Since the blower fan operation is unaffected by load shifting the Energy Efficiency Ratio (BTU/kW) is adjusted to remove the fan horsepower (nf = no fan) from the calculation.

Climate Zone 9

Split & Packaged 3 Phase DX A/C Units						
SCPPA	Site Peak Demand Reduction by Ice Bear Unit (kW)					
	Equipment Nominal Tonnage					
Year	3	3.5	4	5	6	7.5
2006+	3.19	3.77	4.35	5.52	6.68	8.43
1992-2005	3.89	4.58	5.28	6.68	8.07	10.17
1984-1991	4.28	5.05	5.81	7.34	8.87	11.16
Pre-1984	4.82	5.67	6.52	8.23	9.93	12.49

Single Package Vertical Units (SPVU)						
SCPPA	Site Peak Demand Reduction by Ice Bear Unit (kW)					
	Equipment Nominal Tonnage					
Year	3	3.5	4	5	6	7.5
2006+	3.84	4.52	5.21	6.59	7.97	10.04
1992-2005	3.89	4.58	5.28	6.68	8.07	10.17
1984-1991	4.28	5.05	5.81	7.34	8.87	11.16
Pre-1984	4.82	5.67	6.52	8.23	9.93	12.49

Climate Zone 10

Split & Packaged 3 Phase DX A/C Units						
SCPPA	Site Peak Demand Reduction by Ice Bear Unit (kW)					
	Equipment Nominal Tonnage					
Year	3	3.5	4	5	6	7.5
2006+	3.26	3.85	4.44	5.63	6.81	8.59
1992-2005	3.96	4.68	5.39	6.81	8.23	10.36
1984-1991	4.37	5.15	5.93	7.48	9.04	11.37
Pre-1984	4.91	5.78	6.65	8.38	10.12	12.73

Single Package Vertical Units (SPVU)						
SCPPA	Site Peak Demand Reduction by Ice Bear Unit (kW)					
	Equipment Nominal Tonnage					
Year	3	3.5	4	5	6	7.5
2006+	3.91	4.61	5.32	6.72	8.13	10.23
1992-2005	3.96	4.68	5.39	6.81	8.23	10.36
1984-1991	4.37	5.15	5.93	7.48	9.04	11.37
Pre-1984	4.91	5.78	6.65	8.38	10.12	12.73

Climate Zone 15

Split & Packaged 3 Phase DX A/C Units						
SCPPA	Site Peak Demand Reduction by Ice Bear Unit (kW)					
	Equipment Nominal Tonnage					
Year	3	3.5	4	5	6	7.5
2006+	3.62	4.27	4.92	6.23	7.54	9.50
1992-2005	4.40	5.18	5.97	7.53	9.10	11.45
1984-1991	4.85	5.70	6.56	8.28	9.99	12.56
Pre-1984	5.44	6.40	7.36	9.27	11.18	14.05

Single Package Vertical Units (SPVU)						
SCPPA	Site Peak Demand Reduction by Ice Bear Unit (kW)					
	Equipment Nominal Tonnage					
Year	3	3.5	4	5	6	7.5
2006+	4.34	5.12	5.89	7.44	8.98	11.31
1992-2005	4.40	5.18	5.97	7.53	9.10	11.45
1984-1991	4.85	5.70	6.56	8.28	9.99	12.56
Pre-1984	5.44	6.40	7.36	9.27	11.18	14.05

Example Calculation:

1. Climate Zone 15, Site Collected Data
 - a. Ten (10) Carrier 5-Ton Connected A/C Units
 - Five (5) Manufactured Date = 2001
 - Five (5) Manufactured Date = 2006
2. 5 Ton Unit: Site Offset Capacity
 - a. = 7.53 kW from “Exhibit F” Unit: Site Offset Capacity Table, 2001
 - b. = 6.23 kW from “Exhibit F” Unit: Site Offset Capacity Table, 2006
3. Conversion to Source Offset Capacity
 - a. $7.53 \times 1.2 = 9.036$ kW
 - b. $6.23 \times 1.2 = 7.476$ kW
4. Incremental Source Offset Capacity
 - a. $[9.036 \text{ kW} \times 5 \text{ units} = 45.180 \text{ kW}] + [7.476 \times 5 \text{ units} = 37.380] = 82.560 \text{ kW} / \text{site}$.
 - b. Conversion to Megawatts = $82.560 \text{ kW} / 1000 = 0.08256 \text{ MW}$



ICE ENERGY®

CLEAN ENERGY DOESN'T GET ANY COOLER THAN THIS.

EXHIBIT G

SCPPA PARTICIPANTS' CONTACT INFORMATION

Jeannette Olko
General Manager
City of Colton Electric Utility
650 N. La Cadena Dr.
Colton, CA 92324
(909) 370-6196
(909) 370-5132 facsimile
jolko@ci.colton.ca.us
Alternate: Gerald Katz
gkatz@ci.colton.ca.us

George Morrow
Director of Utilities
City of Azusa Light & Water
P.O. Box 9500
(729 N. Azusa Ave.)
Azusa, CA 91702-9500
(626) 812-5219
(626) 334-3163 facsimile
gmorrow@ci.azusa.ca.us
Alternate: Paul Reid
gmorrow@ci.azusa.ca.us
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4th Level
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(818) 238-3560 facsimile
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ffletcher@ci.burbank.ca.us

Brian J. Brady
General Manager, Energy Department
Imperial Irrigation District
P.O. Box 937
333 E. Barioni Blvd., 92251
Imperial, CA 92251-0937
(760) 339-9477
(760) 339-9392 facsimile
bbrady@iid.com
Alternate: Gary Ambach
glambach@iid.com

EXHIBIT H

**KEY EMPLOYEES, SELLER'S REPRESENTATIVE
AND PURCHASER'S REPRESENTATIVE**

Seller's Representatives

Primary

John McGee
Ice Energy, Inc
9351 Eastman Park Drive
Windsor, Co 80550
(970) 545-3630
(970) 545-3631
jmcgee@ice-energy.com

Secondary

Mike Getscher
Ice Energy, Inc
20918 Bake Parkway
Lake Forest, CA 92630
Phone 949-215-2465
Facsimile (949) 215-2464
mgetscher@ice-energy.com

Purchaser's Representatives

Primary

Bill Carnahan
Southern California Public Power Authority
225 South Lake Avenue
Suite 1250
Phone (626) 793-9364
Facsimile (626) 793-9461
bcarnahan@scppa.org

Secondary

Richard Helgeson
Southern California Public Power Authority
225 South Lake Avenue
Suite 1250
Phone (626) 793-9364
Facsimile (626) 793-9461
rhelgeson@scppa.org

EXHIBIT I

PRODUCTION ORDER SCHEDULE

See attached.

PRODUCTION ORDER SCHEDULE													SCPPA Participants Purchase Quantity (MW)
	Month 1 (contract sign)	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	-----	Month n (end)*		SCPPA Participants Purchase Quantity (MW)
													0
(1)	Monthly Production Order Schedule												
	SCPPA Participant 1	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 2	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 3	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 4	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 5	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 6	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 7	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 8	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant n	0	0	0	0	0	0	0	0	0	0	0	0
	Monthly Total	0	0	0	0	0	0	0	0	0	0	0	0
	Cumulative	0	0	0	0	0	0	0	0	0	0	0	0
(2)	Monthly Production Order Schedule												
	SCPPA Participant 1	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 2	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 3	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 4	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 5	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 6	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 7	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 8	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant n	0	0	0	0	0	0	0	0	0	0	0	0
	Monthly Total	0	0	0	0	0	0	0	0	0	0	0	0
	Cumulative	0	0	0	0	0	0	0	0	0	0	0	0
(3)	Monthly Production Order Schedule												
	SCPPA Participant 1	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 2	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 3	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 4	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 5	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 6	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 7	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant 8	0	0	0	0	0	0	0	0	0	0	0	0
	SCPPA Participant n	0	0	0	0	0	0	0	0	0	0	0	0
	Monthly Total	0	0	0	0	0	0	0	0	0	0	0	0
	Cumulative	0	0	0	0	0	0	0	0	0	0	0	0
	Firm Production												
	Planned Production												

*The last month of scheduled production for SCPPA Participant or the Expiration Date.



EXHIBIT J

FORM OF LETTER OF CREDIT

[ISSUING BANK LETTERHEAD]

Irrevocable Standby Letter Of Credit Number: _____

Issuing Bank

Name:

Address:

Beneficiary

Southern California Public Power Authority

Address: 225 S. Lake Avenue
Suite 1250
Pasadena, CA 91101

Applicant

Name: Ice Energy California (Installation),
LLC

Address: c/o Ice Energy, Inc.
9351 Eastman Park Drive
Suite B
Windsor, CO 80550

Amount

Not Exceeding USD \$3,000,000.00

Not Exceeding Three Million US Dollars

Expiration

[Date] at our Counters

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ (this "Letter of Credit") in favor of Southern California Public Power Authority (the "Beneficiary"), for the account of the above Applicant available by, one or more of your drafts, drawn on us payable at sight on or before the expiration date for any sum of money not to exceed an aggregate amount of Three Million US Dollars (USD \$3,000,000.00) when accompanied by the original of this Letter of Credit and all amendments, if any, and the following statement issued and signed by the Beneficiary:

"I, the undersigned duly authorized signatory for Beneficiary, hereby certify that Applicant and Beneficiary are parties to an Ice Bear Unit Purchase and Sale Agreement dated _____ ("UPSA"), and Applicant has failed to perform one or more of its obligations under the UPSA. As a result, the amount due the Beneficiary is USD _____."

Payment under this Letter of Credit shall be made in immediately available funds by wire, in accordance with your instructions.

This Letter of Credit shall expire no earlier than the date that is one (1) year after the issuance date hereof (the "Initial Expiration Date"). Notwithstanding the foregoing, this Letter of Credit shall be automatically extended for one (1) year from the Initial Expiration Date, unless we notify you in writing at least thirty (30) days prior to any expiration date that this Letter of Credit will not be extended.

All drafts drawn under this credit must state "Drawn Under [Issuing Bank], Irrevocable Standby Letter of Credit No. _____".

The original Letter of Credit must be presented with any drawing so that drawing can be endorsed on the reverse thereof. Thereafter the original will be returned to the Beneficiary.

All costs, charges and commissions relating to this Letter of Credit shall be for the account of the Applicant.

We hereby engage with you that draft(s) drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon due presentation on or before the expiration date as specified to [Issuing Bank Contact Details].

Except as so far as otherwise expressly stated, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600." As to matters not covered by the ISP shall be governed and construed in accordance with the laws of the State of New York.

If you require any assistance or have any questions regarding this transaction, please call _____.

Authorized Signature

EXHIBIT K

QUALIFIED CONTRACTOR RULES

The Seller shall at all times strive to represent the Purchaser in a professional, courteous, friendly, and efficient manner. The following customer service standards shall be enforced by the Seller:

1. Abide by the Purchaser's mission statement and customer standards as noted herein.
2. Furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the director / designee, all work required under the Agreement.
3. Have competent working supervisors on the job at all times Work is being performed who are capable of communicating and discussing effectively, both in written and oral English, matters pertaining to the Agreement.
4. Remove from the performance of the Work any employees deemed careless, incompetent, or who generate multiple customer service complaints.
5. Have supervisors carry identification which clearly indicates to the public the name of the contractor responsible for the project.
6. Have the Seller's vehicles assigned to the project clearly identified.
7. As applicable, with the Purchaser's approval, issue a notice in business and residential areas in advance of project commencement stating work project, general time frame, company name, telephone number, job site contact person, Seller contact person and telephone number.
8. Outages and Discontinuity of Service to Customers. As applicable to the performance of the Work, the Seller will be responsible for notification of customers of any planned outages or disruption of utility services. Notification must be made in person or by door hanger at least five (5) working days in advance for commercial and industrial customers.
9. Endeavor to maintain good public relations at all times. Conduct Work in a proper and efficient manner to create the least possible inconvenience to the general public.

TRAFFIC AND ACCESS (when applicable or may be further defined within a Permit for Work)

"Temporary No Parking Signs" shall be posted at least 24 hours, but not more than 48 hours, in advance of the Work. The signs shall be placed no more than 100 feet apart on each side

of the street and at shorter intervals if conditions warrant. The Seller shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. All signs shall be removed within 24 hours after the effective date. If the date of closure is changed, the Seller will be responsible for re-posting the signs in accordance with the above requirements.

Construction signs, barricades, and their applications shall conform with the most current issues of the State of California Business and Transportation Agency, Department of Transportation, Division of Operations "Uniform Sign Chart" and the "Manual of Traffic Controls" for Construction and Maintenance Work Zones.

GENERAL REQUIREMENTS

Qualified Electrical Worker: A Qualified Electrical Person who through training and experience with electrical circuits and equipment has also demonstrated the necessary knowledge and skills to perform the Work on high voltage circuits. Qualified Electrical Workers shall be able to: (1) recognize exposed live parts; (2) determine the nominal voltage of exposed live parts; (3) know the minimum approach distances for the voltages exposed; (4) know the precautionary techniques and personal protective equipment required when working on or near exposed energized parts of electric equipment; and (5) understand the limits of his skills and qualifications and not attempt to perform procedures on voltages or equipment for which he has not received the necessary training or experience. (Note: CAOSHA and NESC includes anything greater than 60V as High Voltage.)

Seller's License. The Work generally requires an "A" or "C-10" license. Specialty Work may require additional or alternate licenses. The Seller and its Subcontractors must be properly licensed to perform the Work in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Procedures of the California State Contractor's License Board and in good standing with the Board. Proof of such license shall be provided as required by Business and Professions Code Section 7031.5.

The discharge of any pollutants into the SCPPA Participants' storm drain system or natural drainage areas is prohibited per the applicable City Municipal Code and the County Area-Wide Municipal Storm water permit issued by the State Water Resources Control Board. Drainage from construction sites and construction activities is prohibited from entering the SCPPA Participants' storm drain system and natural drainage areas. Any violations of the above provisions are subject to fines by the applicable SCPPA Participant and by the State Water Resources Control Board.

LABOR

The Seller and all its Subcontractors shall pay not less than the then applicable prevailing wage rates as published by the California Department of Industrial Relations.

EXHIBIT L
INSURANCE

GENERAL INSURANCE REQUIREMENTS

Prior to the start of Work, but not later than thirty (30) days after the Effective Date, the Seller shall furnish the Purchaser evidence of coverage from insurers and in a form acceptable to the Purchaser. Such insurance shall be maintained by the Seller at the Seller's sole cost and expense.

Such insurance shall not limit or qualify the liabilities and obligations of the Seller assumed under this Agreement. The Purchaser shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Should any portion of the required insurance be on a "Claims Made" policy, the Seller shall, at the policy expiration date following completion of the Work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended discovery period has been purchased on the expiring policy at least for the Agreement under which the Work was performed.

If the Seller knowingly fails to maintain any amounts of insurance or materially fails to maintain types of coverage required of it pursuant to Article XIII and this Exhibit L and within fifteen (15) Business Days of receiving actual knowledge of such failure, fails to correct its failure to maintain any such required insurance coverages shall constitute a breach of contract, upon which the Purchaser may immediately terminate or suspend the Agreement.

The Seller shall cause its Subcontractors to maintain insurance coverage consistent with usual and customary practices in their respective industries.

SPECIFIC COVERAGES REQUIRED

Commercial Automobile Liability

The Seller shall provide Commercial Automobile Liability insurance which shall include coverages for liability arising out of the use of owned, non-owned, and hired vehicles for performance of the Work as required to be licensed under the Applicable Laws of the State of California or any other applicable state vehicle code. The Commercial Automobile Liability insurance shall have not less than \$1,000,000.00 combined single limit per occurrence and shall apply to all operations of the Seller.

The Commercial Automobile Liability policy shall include the Purchaser, its officers, agents, and employees while acting within the scope of their employment, as additional insureds with the Seller, and shall insure against liability for death, bodily injury, or property damage resulting

from the performance of this Agreement. The form of evidence of insurance shall be an endorsement to the policy acceptable to the Purchaser evidencing the additional insured status as required.

Commercial General Liability

The Seller shall provide Commercial General Liability insurance with Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage, Premises and Operations, Products and Completed Operations, and Personal Injury coverages included. Such insurance shall provide coverage for total limits actually arranged by the Seller, but not less than \$10,000,000.00 combined single limit per occurrence. Should the policy have an aggregate limit, such aggregate limits should not be less than the Combined Single Limit. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be on an endorsement to the policy acceptable to the Purchaser and shall provide for the following:

- 1) Include the Purchaser and its officers, agents, and employees as additional insureds with the Named Insured for the activities and operations under this Agreement.
- 2) Severability-of-Interest or Cross-Liability Clause such as: "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability."
- 3) A description of the coverages included under the policy.

Workers' Compensation/Employer's Liability Insurance

The Seller shall provide Workers' Compensation insurance covering all of the Seller's employees in accordance with the laws of any State in which the Work is to be performed and including Employer's Liability insurance and a Waiver of Subrogation in favor of the Purchaser and its customers. The limit for Employer's Liability coverage shall be not less than \$1,000,000.00 each accident and shall be a separate policy if not included with Workers' Compensation coverage. Evidence of such insurance shall be in the form of an endorsement to the policy acceptable to the Purchaser. Workers' Compensation/Employer's Liability exposure may be self-insured provided that the Purchaser is furnished with a copy of the certificate issued by the State authorizing the Seller to self-insure. The Seller shall notify the Purchaser by receipted delivery as soon as possible of the State withdrawing authority to self-insure.

EXHIBIT M-1

**FORM OF MAINTENANCE AND VERIFICATION SERVICES AGREEMENT
BETWEEN ICE ENERGY OPERATIONS AND THE PURCHASER**

See attached.

EXHIBIT M-2

**FORM OF MAINTENANCE AND VERIFICATION SERVICES AGREEMENT
BETWEEN ICE ENERGY OPERATIONS AND A SCPPA PARTICIPANT**

See attached.

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INTEGRATED GENERATION MANAGEMENT PROJECT

ICE BEAR DEPLOYMENT AGREEMENT

BETWEEN

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

AND

THE CITY OF MORENO VALLEY, UTILITY DIVISION

DATED AUGUST 23, 2011

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INTEGRATED GENERATION MANAGEMENT PROJECT

ICE BEAR DEPLOYMENT AGREEMENT

1. PARTIES. The Parties to this Ice Bear Deployment Agreement (this “Agreement”), which is dated for convenience as of the 23rd day of August, 2011, are the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency and a public entity organized under the laws of the State of California, hereinafter designated as “SCPPA” or as “the Authority” created under the provisions of the Act, and the City of Moreno Valley, a municipal entity authorized by the state of California. The City of Moreno Valley is also periodically designated in this Agreement as “Purchaser,” or, depending upon context, as “Project Participant”. The City of Moreno Valley and SCPPA are also sometimes herein referred to individually as the “Party” and together as the “Parties”. In addition, the City of Moreno Valley and certain other entities, including members of SCPPA, otherwise participating in the project to deploy Ice Bear Units within their service territories may be referred to collectively, in this Agreement, as “Project Participants.”
2. RECITALS, CONSTRUCTION AND PRELIMINARY MATTERS. The Recitals set forth herein and the facts, which follow, are incorporated into this Agreement by reference for all purposes. The facts and the circumstances of the Parties contained in the Recitals, among others, represent the background and framework for this Agreement, the aim and purpose of this Agreement and the intendments of the Parties with respect thereto. This Agreement has been reviewed by attorneys for both Parties and shall not be interpreted with reference to the rules of construction providing for construction against a Party responsible for drafting or creating a particular provision or section, but should instead be interpreted in a manner which broadly carries forth the goals and objectives of the Parties as expressed herein. References to “Sections,” “Annexes,” “Appendices,” “Schedules” and “Exhibits”, shall be to Sections, Annexes, Appendices, Schedules and Exhibits, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose nor given any

substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. This Agreement is made with reference to the following facts among others:

- 2.1 SCPPA was created pursuant to provisions contained in the joint exercise of powers act found in Chapter 5 of Division 7 of Title 1 of the Government Code of California, as amended from time to time (the “Act”), by its members, which are municipalities and an irrigation district that supply electricity in the State of California, for the purpose of jointly and cooperatively undertaking planning, financing, development, acquisition, construction, reconstruction, improvement, enlargement, betterment, operation and maintenance of projects for the generation or transmission of electric energy, including generation saving technologies in accordance with the Act.
- 2.2 SCPPA’s members created SCPPA as a separate and independent public entity pursuant to the Act and pursuant to the Joint Powers Agreement between SCPPA and its members dated as of November 1, 1980 as amended.
- 2.3 Pursuant to the terms of the Act, and the Joint Powers Agreement constituting SCPPA’s formative instrument, SCPPA has the power to plan, develop, finance, own, acquire, design, construct, operate, maintain and repair electric generation or transmission projects or cause such projects to be planned, developed, financed, designed, constructed, operated, maintained and repaired, and to provide by agreement with a public agency of the State of California to perform such activities.

- 2.4 Purchaser is a duly organized municipal agency possessing the powers provided under California law. Pursuant to these law(s), Purchaser has the power to provide electric service in a service area within Riverside County through its publicly owned electric system.
- 2.5 SCPPA and Purchaser desire to investigate, plan, design, develop and provide for the procurement, acquisition, deployment and commissioning of an integrated power supply and peak demand reduction technology which effectively conserves daytime energy generation resources. This peak reduction is accomplished by utilizing electric energy to produce ice at night during off-peak hours. This ice is then used to cool refrigerant and provide air conditioning during the day. This process has the result of, for a limited period of time each day, eliminating the electric load of the primary HVAC compressor and condensing units of commercial air conditioners that would otherwise operate, which typically coincide with the peak thermal load in the afternoon. Through this Project (as defined herein) SCPPA is willing to cooperate with Purchaser in the procurement, acquisition and deployment of Ice Bear Units (as defined herein) in Purchaser's service territory to pursue similar energy conservation goals as SCPPA is undertaking with respect to other entities participating in the SCPPA Integrated Generation Management Project. The achievement of peak energy saving and load shifting services through such means is contemplated to be accomplished by deployment of Ice Bear Units at commercial and light industrial customers' sites and at other potential sites as determined by Purchaser. These are sites that contribute significantly to peak system demand through air conditioner use. The Parties desire to carry forth such initial planning and development work and such deployment of those Ice Bear Units specified herein as may be necessary to bring the Project to fruition in order to provide this generation saving and load management resource to Purchaser.
- 2.6 SCPPA as the representative of those SCPPA members who have devoted substantial financial expenditures and resources to develop the SCPPA Integrated

Generation Management Project is willing to contract with Purchaser under the terms and conditions of this Agreement.

- 2.7 Purchaser has need for potential deployment of the generation saving and peak energy reduction resources specified herein through the utilization Ice Bear Units and related load management technology within its electric service area. In addition Purchaser desires to meet certain electric system load requirements by shifting customer loads from peak periods to off-peak periods. In addition to shifting its electric system load requirements and more efficiently allocating the current and future capacity and energy needs of its customers, Purchaser desires to take advantage of any potential energy efficiency characteristics of the Ice Bear Units and related technology. Given these needs and to draw upon and utilize their combined resources, SCPPA and Purchaser have determined that it is desirable to enter into this Agreement to provide for planning, development and implementation of the Project and for the acquisition, deployment, installation and commissioning of Ice Bear Units through the framework and the relationships implicit in this Agreement.
- 2.8 Because of the significant and growing need for peak load shifting and energy efficiency features characterized by the Ice Bear Units and related technology in Purchaser's service territory, SCPPA and Purchaser desire to proceed with the planning, development and implementation of the Project.
- 2.9 To further the Project, SCPPA and Purchaser desire to proceed to carry forth the planning, development and implementation of the Project and to provide for the procurement, acquisition, engineering, construction, installation and commissioning of the proposed Project.
- 2.10 Through this Agreement the Parties intend to, among other things: (i) pursue certain Planning and Development Work (as defined below) for the Project, including the preparation of regulatory applications, carrying out potential site reviews, take those measures necessary for leasing or access arrangements, obtain

planning studies, surveys, permits, licenses, entitlements, approvals, cost estimates and construction, placement and deployment schedules; (ii) take such other actions as are necessary or desirable for securing of any regulatory approvals and meeting environmental requirements to undertake the Project; (iii) determine the feasibility and estimated cost of the Project; (iv) secure all property rights and entitlements; (v) permit the acquisition of equipment, goods, materials, parts, facility assets or other items (or the acquisition of an option to purchase any of same in the future) to facilitate the timely or cost-effective deployment of the Project; (vi) cause to be provided advisory and consulting services related to the Project, including engineering, environmental, regulatory, legal, financial, accounting and related services, through contracts or otherwise; and (vii) provide a mechanism to facilitate the previously approved payment from Purchaser to SCPPA for SCPPA's costs for the Planning and Development Work and Deployment and Operation Costs carried out in furtherance of this Project, in the manner hereinafter provided.

- 2.11 It is contemplated by the Parties pursuant to this Agreement that, upon delivery of the Ice Bear Units specified herein, title to such units shall pass to Purchaser and Purchaser shall be solely responsible for the legal consequences associated with the placement of the Ice Bear Units specified herein, within the City of Moreno Valley service territory.
- 2.12 Therefore, pursuant to the terms of this Agreement, Purchaser shall take ownership and responsibility for the Ice Bear units specified herein and, in accordance with this Agreement for those matters and consequences associated with the deployment of these units in its service territory.

3. AGREEMENT. In consideration of the mutual covenants herein, the Parties agree as follows:
4. DEFINITIONS. In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and in the exhibits attached hereto and initially capitalized, shall have the meanings specified:
 - 4.1 Agreement. This Agreement, as more specifically set forth in Section 1 hereof, as it may be amended from time to time.
 - 4.2 Board of Directors. The Board of Directors of the Southern California Public Power Authority.
 - 4.3 Balance Fee. "Balance Fee" shall be as defined in Section 6.5.2.
 - 4.4 Costs. "Costs" are defined to mean, the Initiation Fee as adjusted by the Balance Fee, and as applicable pursuant to the terms of this Agreement, which, except as otherwise provided herein, include all Planning and Development Work Costs and all Deployment and Operation Costs for the purpose of the Project.
 - 4.5 Deployment and Operation Costs. All costs and expenses relating to the purchase and acquisition of Ice Bear Units and of equipment and goods, and for installation, construction or deployment resources, or other assets relating to the Project (including the acquisition of an option or options for procurement or to purchase any of same in the future) for the benefit of the Project that the Purchaser and SCPPA have determined will facilitate the timely or cost-effective deployment, construction, installation and commissioning of the Project.
 - 4.6 Executive Director. The Executive Director of the Southern California Public Power Authority.
 - 4.7 Ice Bear Unit. "Ice Bear Unit" means a distributed energy storage unit sold by Ice Energy and generally comprised of an ice make condensing unit, an ice storage tank, an ice cooling circuit, and associated controls and sensors.

- 4.8 Initiation Fee. "Initiation Fee" shall be as defined in Section 6.5.1
- 4.9 Joint Powers Agreement. The “Southern California Public Power Authority Joint Powers Agreement” dated as of November 1, 1980, as amended and modified, entered into pursuant to the provisions of the Act, between SCPPA and its members.
- 4.10 Party. This term shall have the meaning ascribed thereto in Section 1 hereof.
- 4.11 Planning and Development Work. All activities necessary or desirable to (i) determine the conceptual design of the Project, (ii) determine the MW of Ice Bear Units required or desired by Purchaser to be deployed in its service territory, (iii) determine the nature of the structure through which Purchaser will participate in the Project, including the acquisition structure, and determine and develop those documents, instruments, agreements or arrangements necessary or desirable to achieve the agreed upon Project structure (iv) perform legal work, investigative and due diligence work, reliability studies, site studies, construction matters, placement considerations, engineering or environmental studies or work, or any other reviewing, regulatory, environmental, permitting, licensing or entitlement work as may be required for the Project, (v) estimate the Project’s costs including but not limited to the costs of construction and the purchase or procurement, as appropriate, of resources necessary to bring the Project to commercial operation, (vi) estimate the schedule for planning and development and for Project construction, including but not limited, as appropriate, to any anticipated schedules for any proposed purchase or procurement, (vii) perform any necessary unit, interconnectivity or compatibility studies and take any actions with respect to any existing facilities to facilitate the effective development, deployment and delivery of the benefits of the Project, (viii) identify the specific sites for placement of Ice Bear Units, obtain all appropriate agreements with private parties or public entities to facilitate the placement of Ice Bear Units, and obtain all unit interconnection rights, licenses, permits or entitlements and perform any other studies and carry out any other necessary actions associated with the

deployment and placement of Ice Bear Units, (viii) determine the optimal site configuration to carry forth the Project, develop the appropriate Site Access Agreements and obtain all necessary rights, entitlements and arrangements for the deployment of the Project, (ix) obtain the appropriate permits, certifications, licenses, entitlements and approvals, including but not limited to any applicable regulatory certifications or permits (x) develop the agreements and contracts necessary to construct the Project including but not limited to any project labor agreement or agreements, (xi) determine whether Deployment and Operation Costs should be incurred and take all necessary or desirable actions relating thereto, and (xii) perform all other activities related to the Project as determined by the Project Manager to be consistent with this Agreement.

- 4.12 Planning and Development Work Costs. All costs and expenses necessary or desirable to complete Planning and Development Work and all costs as further described in Section 6.3 hereof.
- 4.13 Project. The proposed deployment of Ice Bear Units as may be further defined in Attachment #1, within Purchaser's service territory, the placement of such Ice Bear Units into operation to obtain the load shifting and energy efficiency benefits of such Ice Bear Units. The Project entails the proposed deployment and placement of such Units at multiple customer locations in Purchaser's service territory to be identified and enrolled by Ice Energy as directed by Purchaser, and including all related agreements and arrangements, and all appurtenant equipment thereto, and all necessary or related facilities to carry forth the deployment and commissioning of the Ice Bear Units for Purchaser.
- 4.14 Project Agreements. This Agreement, the Power Services Agreement (if any), the Ice Bear Unit Purchase and Sale Agreement, the Maintenance and Verification Services Agreement, the Site Access Agreements or similar agreements, leases or licenses relating to the placement and deployment of the Ice Bear Units at customer locations, and other agreements providing for the continuing operation and maintenance of the Ice Bear Units as determined by Purchaser and the Board

of Directors, and any other agreement or agreements designated as a “Project Agreement” by the Board of Directors.

- 4.15 Project Manager. "Project Manager" shall be as defined and appointed in Section 5 hereof.
- 4.16 Project Representative. The person appointed by Purchaser pursuant to Section 23 to act as a liaison between Purchaser and SCPPA with respect to the performance of this Agreement and to represent Purchaser in all phases of the administration of this Agreement. The Project Representative shall be reposed with the authority, among other things, to manage those responsibilities of Purchaser in coordination with the Project Manager as set forth in Section 5 as well as those tasks described in Section 9.3.
- 4.17 Prudent Utility Practice. Any of the practices, methods and acts, which, in the exercise of reasonable judgment in the light of the facts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition, taking into account the anticipated design and operational characteristics of the Project and the fact that Prudent Utility Practice is not intended to be limited to the optimum practice, methods or acts to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Utility Practice includes due regard for manufacturers’ warranties and requirements of governmental agencies of competent jurisdiction and shall apply not only to functional parts of the Project, but also to appropriate structures, landscaping, painting, signs, lighting, other facilities and public relations programs reasonably designed to promote public enjoyment, understanding and acceptance of the Project.

- 4.18 Site Access Agreements. The Site Access Agreements, ground leases, site leases, licenses or other similar agreement between the Purchaser, SCPPA and other parties to further the ability to place Ice Bear Units upon property on which the Ice Bear Units are to be located, including all applicable easements, and certain related facilities, equipment or other assets as specified therein.
- 4.19 Willful Action. This term shall have the meaning ascribed thereto in Section 13.4 hereof.

5. PROJECT MANAGER.

- 5.1 Appointment. The Parties hereby appoint, designate and authorize SCPPA to act as Project Manager for the potential deployment of those Ice Bear Units contemplated to be placed within the service territory of Purchaser or otherwise as directed by Purchaser, and to carry out, as agent for and on behalf of the Parties, the Planning and Development Work as well as the incurrence of Deployment and Operation Costs but only as specified in this Agreement.
- 5.2 Term. The Project Manager shall serve during the term of and pursuant to this Agreement. The Project Manager may not be removed and will be replaced if otherwise unavailable to perform the duties, during the term of this Agreement only with the mutual assent of both Parties to this Agreement.
- 5.3 Authority of the Project Manager. Subject to the express limitations of this Agreement, the Project Manager is authorized, in its discretion, in the performance of Planning and Development Work and deployment and operational work, to incur costs, liabilities and obligations and to perform and arrange for the performance of Planning and Development Work. The Project Manager may perform work through its own employees, through other SCPPA member resources, or through consultants, attorneys, engineers, contractors or otherwise. To assist the Project Manager in its responsibilities, at the Project Manager's request, Purchaser will endeavor to furnish any such further information as may be reasonably available relating to similar tasks or responsibilities as may

confront the Project Manager, which the Project Manager may find useful in performing work and/or to meet the requirements of regulatory agencies having jurisdiction over the Project or any part thereof. In the execution of work, the Project Manager is authorized to exercise those SCPPA powers as may be necessary to carry forth such work as are vested in SCPPA pursuant to the Act and its Joint Powers Agreement or as may otherwise be reposed in SCPPA to carry forth the objectives set forth herein.

5.4 Duties and Responsibilities of the Project Manager. Subject to the provisions of Section 9 hereof, the duties and responsibilities of the Project Manager in performing Planning and Development Work, as applicable, under this Agreement shall include but not be limited to:

5.4.1 In conjunction with the Purchaser, developing a Project plan including, among other things, Project cost estimates and schedules and arrangements for delivery of Project resources.

5.4.2 Coordinating with Purchaser regarding significant factors or events which may affect, or have affected, Planning and Development Work, Planning and Development Work Costs, Deployment and Operation Costs, the schedule or the Project.

5.4.3 Working with Purchaser to review and approve the plans, cost estimates, budgets and schedules for construction of the Project.

5.4.4 Working with the Purchaser to comply with any and all laws and regulations applicable to the performance of Planning and Development Work and to the incurrence of Deployment and Operation Costs.

5.4.5 Keeping and maintaining, or causing to be kept and maintained, records of moneys received and expended, obligations incurred, credits accrued, and maintaining or causing to be maintained for auditing by SCPPA or any auditor selected pursuant to Section 6.4 hereof, records

pertaining to financial and other data for Planning and Development Work and for the incurrence of Deployment and Operation Costs.

- 5.4.6 Enforcing all claims against contractors, subcontractors, suppliers, consultants and others arising out of Planning and Development Work or relating to Deployment and Operation Costs.
- 5.4.7 Intentionally Omitted.
- 5.4.8 Preparing a final completion report upon termination of this Agreement, which shall include studies performed, summaries of executed Project contracts, and a final cost report for Planning and Development Work and Deployment and Operation Costs.
- 5.4.9 Not permitting any unsatisfied liens arising out of Planning and Development Work or the incurrence of Deployment and Operation Costs to remain in effect other than liens for taxes or assessments not yet delinquent, liens for workers' compensation awards and liens for labor and material not yet perfected, provided that the Project Manager shall not be required to pay or discharge any such lien as long as the Project Manager is contesting such lien in good faith.
- 5.4.10 Assisting in the negotiations for and preparing all Project Agreements.
- 5.4.11 Determining in accordance with the requests of the Purchaser the advisability of incurring Deployment and Operation Costs to carry forth the deployment of Ice Bear Units.
- 5.4.12 Upon termination of this Agreement pursuant to Section 21.2.2 hereof or upon a determination of Purchaser and SCPPA not to proceed further with the Project, (a) selling, at such time as directed by the Board of Directors and Purchaser, and to such party or parties as approved by the Board of Directors, any and all equipment, goods or other assets

relating to the Project (including options to purchase any of same) the costs of which were Deployment and Operation Costs and (b) promptly distributing the proceeds thereof (less those costs which may be owing by Purchaser in accordance with this Agreement with respect thereto, and any costs incurred in accordance with this Agreement in connection with the sale thereof) to Purchaser.

5.4.13 Procuring and maintaining in force, insurance coverage for Planning and Development Work and Deployment and Operation Work in such form and amounts as Purchaser or the Board of Directors may deem to be necessary or desirable.

5.4.14 Conducting all other activities deemed necessary or desirable to complete Planning and Development Work and to complete work relating to the incurrence of Deployment and Operation Costs and performing such other functions and duties as may be assigned to it by the SCPPA, but in any event in a manner consistent with this Agreement.

6. PLANNING AND DEVELOPMENT WORK BUDGET; SCHEDULE; COSTS; AND AUDITS.

6.1 Budget. The Parties acknowledge that SCPPA has incurred costs under a defined initial budget. Any increase in or modification of such budget or any subsequently revised budget shall be subject to the prior review and approval, as applicable, of the Executive Director or the Board of Directors.

6.2 Schedule. The Parties shall develop an initial schedule and, as applicable, any modifications or revisions to such schedule for Planning and Development Work and the incurrence of any additional Deployment and Operation Costs. Any modification of such schedule or any subsequently revised schedule shall be subject to the prior review and approval, as applicable, of the Executive Director or the Board of Directors and Purchaser.

6.3 Planning and Development Work Costs. Planning and Development Work Costs shall include:

- 6.3.1 All costs of services, transportation, studies, and engineering, architectural, construction, legal, environmental, regulatory, financial, accounting and other services necessary or desirable for the performance and completion of Planning and Development Work and the performance and completion of work relating to Deployment and Operation Costs, performed by the Project Manager in its capacity as Project Manager or by any other person or entity, in connection with this Agreement and approved by the Project Manager (including, but not limited to, costs for Planning and Development Work incurred but not paid by Purchaser prior to the effective date of this Planning and Development Agreement).
- 6.3.2 Payroll and other expenses of Project Manager's employees while performing work in connection with this Agreement, including applicable overhead costs and labor loading charges, including but not limited to time off allowances, payroll taxes, workers' compensation insurance, retirement and death benefits and other employee benefits. Labor loading shall be in conformance with the Project Manager's in-house rates as adjusted from time to time.
- 6.3.3 Applicable costs of materials, supplies, services and apparatus used in connection with this Agreement.
- 6.3.4 All costs incurred with respect to Deployment and Operation Costs that are incurred prior to the execution of any agreement pursuant to which Deployment and Operation Costs will be paid.
- 6.3.5 Federal, state, and local taxes, payments in lieu of taxes, and permit, entitlement, license, certification, and approval-related fees of any character arising out of the performance of this Agreement.

- 6.3.6 All costs for any insurance in such form and amounts as determined by the Project Manager or the Board of Directors.
- 6.3.7 All costs of the Project Manager, including payments made out of the self-insurance fund, if any, of the Project Manager, and to the extent not initially provided for by insurance, of discharging or paying any liability and loss, damage and expense, including costs and expenses for attorneys' fees, and other costs of defending, settling or otherwise administering claims, liabilities or losses arising out of workers' compensation or employers' liability claims or by reason of property damage or injuries to or death of any person or persons or by reason of claims of any and every character resulting from, arising out of or connected with the performance of the Planning and Development Work, whether wholly or partially by the negligence of the Project Manager or its respective employees or agents.
- 6.3.8 The Project Manager's administrative and general expenses to cover services in the performance of Planning and Development Work and administrative and general expenses incurred by the Project Manager in connection with services regarding the incurrence or proposed incurrence of Deployment and Operation Costs.
- 6.3.9 The cost of any audit carried out under or pursuant to the terms of this Agreement.
- 6.3.10 All out-of-pocket expenses relating to Planning and Development Work.
- 6.4 Audit of Planning and Development Work Costs. Should the Board of Directors and Purchaser deem it advisable it may cause to be conducted one or more interim audits of all Planning and Development Work Costs and Deployment and Operation Costs expended to the date of the interim audit, including Planning and Development Work Costs incurred prior to the effective date of this Agreement.

6.5 Billing methodology.

- 6.5.1 Purchaser shall pay to SCPPA all Project related costs associated with the deployment of Ice Bears within their service territory and as initially identified within Attachment #1, and as updated from time to time within the terms and conditions of this Agreement. Purchaser will pay a fixed fee of one thousand dollars (\$1,000.00) per Ice Bear as a defined share which Purchaser and SCPPA have agreed constitute Planning and Development Costs which have been incurred by SCPPA in bringing the Project to fruition. Purchaser will pay to SCPPA a fixed invoiced amount of twenty five thousand dollars (\$25,000), the “Initiation Fee” to initiate the order of each Ice Bear unit. This invoiced amount may be revised if SCPPA encounters unexpected Planning and Development Work Costs or unexpected Deployment and Operations Costs such as liability claims or overheads or exposures relating to the Project.
- 6.5.2 It is agreed by the Parties that, as between Purchaser and SCPPA, Purchaser shall assume the risk of any liability exposure with respect to the Ice Bear Units and shall (as between SCPPA and Purchaser) assume all other risks arising from improper installation, safety, malfunctioning equipment, or other exposures. Nothing herein however shall in any manner relieve any third party equipment manufacturer, supplier, servicer, or installer of any liability.
- 6.5.3 Upon commissioning of each unit, SCPPA will present to the Purchaser the itemized cost of each Ice Bear installation, including any directly attributable, variable cost difference observed from the Initiation Fee and the actual costs incurred, the “Balance Fee.” If the Balance Fee is positive, Purchaser shall pay this Fee as defined for any other invoice herein. If the Balance Fee is negative, SCPPA shall apply this value as a credit to the next applicable invoice, or if requested by Purchaser,

refund the credit balance to Purchaser. Additionally, Purchaser will process all forms and agreements as required to take ownership of the equipment and any other provisions for ongoing operation or maintenance, including requested releases or other forms which may be required by SCPPA.

6.6 Other or Additional Billing Methodologies or Cost Reconciliation Mechanisms. Purchaser through its Project Representative and SCPPA through its Executive Director may agree that SCPPA utilize other or different billing methodologies or cost reconciliation mechanisms, as an alternative to the budgetary mechanisms set forth herein, to address the potential variability of SCPPA's cost obligations in carrying forth Development Work or the incurrence of Deployment and Operations costs in connection with work performed under this Agreement. The Parties may by written mutual agreement, carried forth pursuant to this Section 6.6, authorize or prescribe other billing, payment, costing and cost reconciliation mechanisms to address such billing, payment, costing and cost reconciliation issues as may from time to time arise with respect to the Project.

7. DEPLOYMENT AND OPERATION COSTS.

7.1 Deployment and Operation Costs Authorization. The Project Manager is authorized to incur Deployment and Operation Costs in support of the Project in a manner and to the extent authorized the Executive Director and Purchaser.

8. PAYMENT OF COSTS.

8.1 Payment of Costs. Except as otherwise provided in Section 5.4.9 hereof, by the sixteenth (16th) day of the month or within thirty (30) days after receipt of an invoice, whichever is later, Purchaser shall pay to SCPPA its Costs. All such amounts so paid may be expended by SCPPA in accordance with the terms of this Agreement.

8.2 Payment of Invoices. Purchaser shall make payment of invoices which are billed for the costs, expenses, liabilities and obligations of the Project including the Initiation Fee and any applicable Balance Fee and, as applicable pursuant to the terms of this Agreement, Planning and Development Work Costs and Deployment and Operation Costs, to SCPPA, at the following address:

Southern California Public Power Authority
225 South Lake Avenue
Suite 1250
Pasadena, California 91101

SCPPA shall deposit all such payments made to it in a separate account. All payments from such account shall be made by SCPPA upon the direction of the Project Manager or as otherwise authorized by the Executive Director or the Board of Directors.

8.3 Disputed Invoices. If any portion of an invoice is disputed, the total invoice, including the disputed amount, shall be paid to SCPPA when due and under protest. If the disputed amount is found by SCPPA to be incorrect such amount shall be promptly refunded to Purchaser. Payments not made under protest shall be deemed to be correct, except to the extent that audits may reveal overpayments or underpayments by Purchaser.

8.4 Adjustments to Billings. Adjustments to billings resulting from an audit described in Section 8.3 hereof shall be made within thirty (30) days of resolution.

9. ROLE OF THE PURCHASER, THE BOARD OF DIRECTORS AND SCPPA'S EXECUTIVE DIRECTOR.

9.1 Participation of Purchaser. The performance contemplated under this Agreement and rights and obligations of SCPPA under this Agreement shall be subject to the control of the Board of Directors. Actions by the SCPPA Board of Directors will be carried forth with consideration given to Purchaser's views and Purchaser's desires with respect to this Project. For purposes of this agreement, Purchaser

acknowledges that it has no project share and no voting rights with relation to the SCPPA Board of Directors. Purchaser may participate in the SCPPA Board of Directors meetings with respect to any matter or action which affects the Project and Purchaser will cooperate with SCPPA and the Board of Directors to provide for effective interchange of information relating to the Project and to provide coordination on a prompt and orderly basis to SCPPA, in connection with the various financial, administrative and technical matters which may arise from time to time in connection with administration of Costs affecting the Project.

9.2 Delegation. Notwithstanding any other provision of this Agreement, to secure the effective cooperation and interchange of information among the Parties in connection with various administrative, technical and other matters which may arise from time to time in connection with the Planning and Development Work and in the incurrence of Costs associated with the Project, in appropriate cases the authority, duties and responsibilities of the Board of Directors under this Section 9 may be delegated to the Executive Director.

9.3 Purchaser's Project Representative. In accordance with the provisions of Section 23 herein, Purchaser shall designate an individual to act as its Project Representative who shall be responsible for the ongoing exchange of information, coordination and cooperation with SCPPA with respect to the Project. Purchaser may designate alternate representatives by similar notice to act as alternates in place of or on behalf of its regular Project Representative, in the absence of the regular representative or to act on specified occasions with respect to specified matters. Purchaser shall promptly give notice to SCPPA of any change in the designation of its representative or alternate representative.

9.3.1 Duties of the Project Representative include, but are not limited to the following: Obtaining appropriate leases, permits, access rights, licenses, entitlements, rights, certifications and approvals, including such city, county or other local approvals as may be necessary or appropriate to the Project and, prior to obtaining same, identifying all

major contractual, regulatory and permitting conditions proposed to be imposed with respect to such leases, permits, access rights, licenses, entitlements, rights, certifications and approvals, which conditions shall be agreed upon between the Purchaser and SCPPA.

9.4 Duties and Responsibilities of the Board of Directors. Unless delegated to the Executive Director pursuant to Section 9.2 the Board of Directors shall have the following duties and responsibilities, among others:

- 9.4.1 Exercise general supervision over any committees created pursuant to Section 9.6 hereof, if any such committees are so established
- 9.4.2 Review, discuss and attempt to resolve any problems, disputes or issues relating to the Project.
- 9.4.3 Review written statistical and administrative reports and information and other similar reports and records furnished to the Board of Directors by the Project Manager.
- 9.4.4 Review and act upon all proposed budget revisions prepared and submitted by the Project Manager.
- 9.4.5 Review and act upon all recommendations of the Project Manager to incur Deployment and Operation Costs.
- 9.4.6 Review and act upon revisions recommended by the Project Manager with respect to the description of the Project, which revisions shall be in accordance with Prudent Utility Practice.
- 9.4.7 Review and act upon other recommendations of the Project Manager.
- 9.4.8 Review and act upon any and all contracts or contract amendments negotiated and arranged for by the Project Manager which relate to

Planning and Development Work or the incurrence of Deployment and Operation Costs.

- 9.4.9 Review and act upon all proposed amendments to this Agreement and, if any such amendment or amendments are approved, provide for the forwarding of same to the Purchaser for its consideration.
 - 9.4.10 Review and act upon any litigation or potential litigation, including the settlement thereof, relating to Planning and Development Work or the Project.
 - 9.4.11 Intentionally omitted.
 - 9.4.12 Review and approve the form of each Project Agreement, if so required, prior to the circulation thereof for execution pursuant to Section 12 thereof.
 - 9.4.13 Perform such other functions and duties as are assigned to it in this Agreement.
- 9.5 Audits. The Board of Directors may, where appropriate, arrange for audits, per the terms of this agreement, of the books and cost records of the Project Manager and any cost reimbursable consultant or contractor, relating to the performance of Planning and Development Work or the incurrence of Deployment and Operation Costs.
- 9.6 Establishment of Other Committees. The Board of Directors may establish other committees, including, but not limited to, auditing, legal, financial, engineering, operating, insurance, environmental and public information committees. The authority, membership, rules and duties of any such committee, if established, shall be as prescribed by the Board of Directors, and each such committee shall be subject to the provisions of this Agreement and shall be responsible to the Board of Directors.

10. OBLIGATIONS OF THE PARTIES.

- 10.1 Sharing of Studies. Purchaser and SCPPA shall share among themselves and with the other participating SCPPA members, copies of reports and studies which may have been developed during the planning and development stage related to the Planning and Development Work in addition to those described in Section 5 hereof.
- 10.2 Purchaser's Payment Obligations Unconditional; No Release of Project Manager from Its Obligations; Action by Parties Against Third Parties or Under this Agreement. The obligation of Purchaser to make payments under this Agreement is absolute and unconditional, irrespective of any rights of setoff or counterclaim Purchaser might otherwise have against SCPPA. Purchaser shall be responsible for such payments to SCPPA for any approved costs incurred by SCPPA for the benefit of Purchaser and the Project. This provision shall not be construed to release either SCPPA or Purchaser from the performance of either Party's obligations or undertakings contained in this Agreement or to release the Project Manager from any of its obligations or undertakings, or, except to the extent provided in this Section, prevent or restrict any Party at its own costs and expense, from prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights under this Agreement; provided, however, that the costs incurred by SCPPA in prosecuting or defending any such action or proceeding or taking any other action to secure or protect its rights under this Agreement shall be Planning and Development Work Costs which shall be paid as incurred by SCPPA, in accordance with this Agreement.
- 10.3 Parties to Furnish Information. In addition to its obligation to provide information to each other as provided in Section 5.3 hereof, SCPPA and Purchaser each agree to cooperate fully in connection with any regulatory authority, as required, in connection with obtaining leases, permits, licenses, access rights, entitlements, rights, certifications and approvals, including such city, county or other local approvals as may be necessary or appropriate to the

Project pursuant to Section 9.3.1 hereof. Such cooperation may include, but shall not be limited to, the furnishing of necessary financial, operational and other information of either Party as related to the Project.

11. WITHDRAWAL FROM THE PROJECT.

11.1 Withdrawal from the Project. Either Party may unilaterally terminate this Agreement at any time during the Term upon 30 days written notice to counterparty. Upon such unilateral termination by Purchaser, SCPPA shall transfer or assign to Purchaser, and Purchaser shall assume all SCPPA's rights, responsibilities, obligations and liabilities associated with the Project including all rights and obligations of SCPPA under any Project Agreement only to which they are associated with the Project as set forth herein. To the extent permitted by any contract entered into by SCPPA to carry out Planning and Development Work or to pay for Deployment and Operation Costs SCPPA shall assign the rights and obligations of SCPPA under such contract to Purchaser. Notwithstanding the unilateral withdrawal right under this Section 11.1, if any of Purchaser's obligations associated with the Project, pursuant to any Project Agreement or any other applicable agreement for development of the project, survive said transfer from SCPPA to Purchaser, then any such obligations shall continue to remain the obligation of Purchaser and shall survive under this Agreement. Any outstanding payment obligations of Purchaser incurred prior to the date of withdrawal and any outstanding Costs incurred by the Project Manager prior to the date of withdrawal shall continue until satisfied, and Purchaser shall be entitled to access to and, upon request, receive copies of documents relating to Planning and Development Work and the incurrence of Costs pertaining thereto.

11.2 No Reimbursement of Costs Upon Withdrawal, Exception. Should Purchaser withdraw from the Project pursuant to Section 11.1 herein, it shall not be entitled to reimbursement of Planning and Development Work Costs incurred by SCPPA..

12. EXECUTION OF ADDITIONAL PROJECT AGREEMENTS. As soon as practicable after the Parties have elected, the Project Representative shall assist SCPPA in the preparation and approval of (i) any remaining Project Agreements which may be appropriate for the Project and (ii) such other matters as shall be necessary or desirable to complete said Project Agreements. The Parties hereby agree that they will use their best efforts to obtain all such authorizations and approvals as promptly as possible.

13. LIABILITY.

13.1 Limitation on Liability. It is hereby recognized and agreed that SCPPA's directors, officers and employees shall not be individually liable with respect to any loss or damage not covered by insurance and resulting from Planning and Development Work, matters relating to Deployment and Operation Costs or the performance or nonperformance of any obligation under this Agreement. The obligations of SCPPA under this Agreement shall never constitute a debt or indebtedness of SCPPA within the meaning of any provision or limitation of the Constitution or statutes of the State of California and shall not constitute or give rise to a pecuniary liability of SCPPA or a charge against its general credit

13.2 Indemnification for Claims of Retail Customers. Purchaser shall assume all liability for any claim, action or judgment, whether or not caused by negligence, arising out of or in connection with the placement of Ice Bears in its service territory or service to any of its retail customers, caused by the operation or failure of operation of the Project or any portion thereof under this Agreement and shall indemnify and hold harmless SCPPA from any such claim, action or judgment (including reasonable attorneys' fees and other costs of defense).

13.3 Allocation of Costs to Discharge Liability. The costs and expenses of discharging liability of either of the Parties to a person or entity other than a Party, resulting from Planning and Development Work, the incurrence of Deployment and Operation Costs or the performance or nonperformance of any obligation under this Agreement and for which payment is not made by insurance, shall be

allocated solely to Purchaser as the Party for whose benefit the Project is undertaken.

13.4 Indemnification for Willful Action. Purchaser shall be responsible for the consequences of its own Willful Action and breach of fiduciary obligation in connection with the performance or nonperformance of this Agreement and Planning and Development Work, and work associated with the incurrence of Deployment and Operation Costs, and shall indemnify and hold harmless SCPPA, members of its governing body, its directors, officers and employees from the consequences thereof to the extent allowed by law; provided, however, that notwithstanding anything to the contrary in this Agreement, and to the extent provided by law, any such Willful Action or breach of fiduciary obligation by SCPPA, its directors, officers or employees shall not require same to indemnify or hold harmless Purchaser, its directors, members of its governing bodies, officers or employees. Purchaser shall, to the extent allowed by law, indemnify and hold harmless SCPPA, its directors, officers and employees for any liability and related expenses (including costs of attorneys) incurred and not covered by insurance resulting from Planning and Development Work, the incurrence of Deployment and Operation Costs or the performance or nonperformance of any obligation under this Agreement.

13.5 Willful Action. For the purpose of this Section 13, Willful Action shall be defined as:

13.5.1 Action taken or not taken by or on behalf of a Party (including the Project Manager) at the direction of its members, directors, members of its governing body or bodies, officers or employees having management or administrative responsibility affecting its performance under this Agreement, which is any of the following:

13.5.1.1 Action which is knowingly or intentionally taken or not taken with conscious indifference to the consequences

thereof or with intent or knowledge that injury or damage would result or would probably result therefrom.

13.5.1.2 Action which has been determined by final arbitration award or final judgment or judicial decree to be a material default under this Agreement and which action occurs or continues beyond the time specified in such arbitration award, judgment or judicial decree for curing such default or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default.

13.5.1.3 Action which is knowingly or intentionally taken or not taken with the intent or knowledge that such action taken or not taken is a material default under this Agreement.

13.5.2 The phrase “employees having management or administrative responsibility” as used in this Section 13.4 means the employees of a Party who are responsible for one or more of the executive functions of planning, organizing, coordinating, directing, controlling or supervising such Party’s performance under this Agreement with responsibility for results, but does not include any independent contractor.

13.5.3 Willful Action does not include any act or failure to act which is merely involuntary, accidental or negligent.

13.6 No Relief of Insured Obligations. The provisions of this Section 13 shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of a valid and collectible insurance policy.

14. DEFAULT.

14.1 Notice of Default. If either Party to this Agreement is of the opinion that the other Party is in default under this Agreement, the Party having that opinion may give written notice to the other Party of the alleged default. At its next regularly scheduled meeting the Board of Directors, with the participation of the Purchaser, shall attempt to informally resolve the matter. If no such informal resolution can be achieved by the Board of Directors, the Board of Directors shall determine the existence and nature of the alleged default after opportunity by each Party to provide a full presentation of all facts and issues in dispute, by a vote taken by the Board of Directors. If it is determined by such vote that a default exists, the Board of Directors shall request that the defaulting Party immediately cure the default.

14.2 Obligation to Cure Default. Subject to Section 14.3 hereof, a Party determined to be in default by the Board of Directors pursuant to Section 14.1 shall take all steps necessary to cure such default as promptly and completely as possible.

14.3 Initial Dispute Resolution of Alleged Default. In the event that a Party shall dispute the existence or nature of a default determined by the Board of Directors with the participation of the Purchaser pursuant to Section 14.1 hereof, such Party shall pay the disputed payment or perform the disputed obligation but may do so under protest. Any such protest shall be promptly filed in writing with the Secretary of the Board of Directors and shall specify the ground on which the protest is based. Upon the filing of such a protest the Parties agree that the Parties shall first employ the non binding mediation process which is set forth in this Section 14.3 before initiating any other type of legal action.

14.3.1 Unless the time requirement is otherwise extended by the mutual assent of the Parties, as soon as practicable after the filing of the protest of a Party pursuant to Section 14.3 but not later than thirty (30) days after the determination by the SCPPA Board of Directors pursuant to Section

14.1 herein, the parties shall select a retired judge or other disinterested person with previous mediation experience to serve as mediator. Unless this requirement is waived by the mutual agreement of the Parties, the mediator, in his or her personal capacity, shall not be a ratepayer of Purchaser or customer or equipment user of Ice Energy equipment. Unless otherwise waived by mutual agreement of the Parties, either Party may require disclosure by the mediator of those matters, as shall be specified by the requesting Party, which are set forth in Standard 7 of the "Ethics Standards for Neutral Arbitrators in Contractual Arbitration" (Division VI of Appendix to California Rules of Court) or such successor ethical standard for neutral arbitrators in contractual arbitration promulgated by the California Judicial Council or its successor body, requiring neutral arbitrators in contractual arbitrations to disclose certain interests they may have in relation to the matter to the parties.

14.3.2 If the Parties are unable to agree upon a mediator, the Parties shall obtain a list of proposed mediators from the Judicial Arbitration and Mediation Service (JAMS) or successor organization. Unless waived by the Parties the proposed mediators shall satisfy the conditions regarding rate payer status and Ice Energy customer status and disclosure set forth in Section 14.3.1. Once the list is provided, the Parties shall each have ten (10) days in which to strike names objected to, number the remaining names in order of preference, and return the list to the JAMS. If a Party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the JAMS shall invite the acceptance of a mediator to serve. If the Parties fail to agree on any of the persons named, or if acceptable mediators are unable to act, or if for any other reason the appointment cannot be made

from the submitted lists, the Parties shall repeat the procedure set forth in this Section 14.3.2 unless the Parties shall agree to another process for selection of a mediator.

14.3.3 The mediation shall be commenced within sixty (60) days of the final determination by the SCPPA Board of Directors and Purchaser, referenced in Section 14.1, that it is unable to resolve the dispute and shall be concluded within twenty (20) days from the commencement of the mediation unless the time requirements are extended upon agreement of the Parties.

14.3.4 Failure of Resolution through Mediation. If the non binding mediation set forth herein fails to resolve the dispute and if the dispute still cannot, even with the hindsight of the mediation, be resolved by the SCPPA Board of Directors, either Party may take any action permitted by law to enforce its rights under this Agreement, including but not limited to termination of this Agreement, and/or bring any suit, action or proceeding at law or in equity as may be necessary or appropriate to recover damages and/or enforce any covenant, agreement or obligation in dispute.

15. ARBITRATION. Nothing herein shall prevent the Parties from resolving any dispute under this Agreement by submission of the dispute to such form of arbitration as the Parties may agree upon, provided however, that the Parties shall first exhaust the mediation process set forth in Section 14 hereof.

16. RELATIONSHIP OF PARTIES.

16.1 Individual Responsibility. The covenants, obligations and liabilities of this Agreement shall not be construed to create an association, joint venture, trust, partnership or other legal entity or to impose a trust or partnership covenant, obligation of liability on or with regard to the Parties. Each Party shall be individually responsible for its own covenants, obligations and liabilities under

this Agreement; provided, however, that any liability incurred by SCPPA as a direct result of this Agreement shall be treated as Planning and Development Work Costs which shall be paid or reimbursed by Purchaser.

- 16.2 Sharing of Costs Where Feasible and Practicable. The Parties mutually acknowledge that certain SCPPA members have expressed interest in planning and developing the potential placement of Ice Bear Units within their respective service territories, in addition to the interest expressed by Purchaser. The Parties acknowledge that the methodology to share such costs is defined within this Agreement and Purchaser agrees to pay its share of all such costs.
17. BINDING OBLIGATIONS. All of the obligations set forth in this Agreement shall bind the Parties and their successors and assigns.
18. ASSIGNMENT. Neither Party hereto may assign or convey all or part of its rights, interests and obligations under this Agreement to a third party.
19. GENERAL PROVISIONS.
- 19.1 Waiver Not to Affect Subsequent Defaults. A waiver at any time by any Party of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any other or subsequent default or matter.
- 19.2 Execution in Counterparts. This Agreement may be executed in counterparts, and each Party shall deliver its executed counterparts to the Project Manager and Purchaser. All such counterparts, collectively, shall constitute but one and the same agreement.
- 19.3 No Rights in Third Parties or Duties Created. Except as provided in this Agreement, the Parties do not create any rights in or grant remedies to any third party as a beneficiary of this Agreement or create for the benefit of any third party

any duty or standard of care by any covenant, obligation or undertaking established herein.

19.4 Headings Not Binding. The headings and captions in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

19.5 Severability. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable in any respect, such determination shall not affect any other provision hereof, which shall remain in full force and effect.

19.6 Amendments. Except as otherwise provided in Section 9.4 hereof, this Agreement may be amended only by a written amendment signed by the Parties.

19.7 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to Planning and Development Work, Deployment and Operation Costs and the Project.

20. GOVERNING LAW AND VENUE. This Agreement shall be interpreted, governed by and construed under the laws of the State of California, as if executed and to be performed wholly within the State of California. The Parties each submit to the jurisdiction of the Courts of Riverside County and unless the Parties shall agree otherwise, venue with respect to any dispute resolution or litigation arising out of this Agreement shall be in Riverside County.

21. EFFECTIVE DATE AND TERMINATION.

21.1 Effective Date. This Agreement shall become effective when duly executed and delivered by each of the Parties.

21.2 Termination.

21.2.1 Upon any termination of this Agreement any payment obligation hereunder (whether or not a billing statement has been received by the

date of termination) and any right to receive reimbursement hereunder, shall survive until satisfied.

21.2.2 This Agreement may be terminated pursuant to Section 11.1. Upon such agreement or upon termination of this Agreement, (i) the Project Manager shall terminate all Planning and Development Work in an orderly manner, (ii) Purchaser shall fulfill all obligations hereunder to pay for the costs incurred for Planning and Development Work, including any Deployment and Operation Costs that have been incurred, and (iii) any payment obligation hereunder (whether or not a billing statement has been received by the date of termination) and any right to receive reimbursement, shall survive until satisfied.

21.2.3 Upon termination of this Agreement, the Project Manager shall retain in a reasonably accessible location all original reports, data and other documentation relating to Planning and Development Work and the incurrence of Deployment and Operation Costs for a period of three (3) years from the date this Agreement is terminated.

21.2.4 Upon termination of this Agreement, and for a period of three (3) years thereafter, each Party shall have full access to the Project files and records retained by the Project Manager and upon reasonable notification to the Project Manager may, at the requesting Party's sole expense, reproduce any or all of such Project files and records to the extent permitted by law.

*** End of page ***

NOTICES.

21.3 Addresses for Notices. Any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

City of Moreno Valley
Utility Division
Attention: Jeannette Olko
14325 Frederick Street
Suite 9
Moreno Valley, CA 92552-0805

Southern California Public Power Authority
Attention: Executive Director
225 South Lake Avenue
Suite 1250
Pasadena, California 91101

21.4 Designation of Different Addresses and Persons. Any Party may, at any time, by written notice to the other Parties, designate different persons or different addresses for giving of notices hereunder.

22. PURCHASER'S PROJECT REPRESENTATIVE. Purchaser's Project Representative who shall also act as its contract administrator having the authority to administer this Agreement on behalf of Purchaser shall be the person so designated and so authorized by the City of Moreno Valley.

*** Signature Page Follows ***

23. SIGNATURES AND RECORD OF AGREEMENT. This Agreement may be signed in one or more counterparts, each of which shall be deemed one and the same original document. A photocopy, electronically transmitted facsimile, or other electronic reproduction of this Agreement made after this Agreement has been signed by authorized representatives of the parties shall constitute a binding and effective record of this Agreement whether or not an ink signed copy hereof is also received or retained by either party, and will constitute an original document for the purpose of establishing the provisions hereof, and shall be legally admissible and enforceable against the parties.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement as of the date first above written, on behalf of the Party for which he or she signs.

Date: _____, 2011

City of Moreno Valley

(Seal)

Utility Division

Attest:

By _____

Name:

Title:

Date: _____, 2011

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

(Seal)

Attest:

By _____

Bill D Carnahan
Executive Director

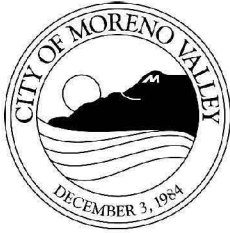
ATTACHMENT #1

Project Fees are budgeted based on the following:

- a) Deployment costs per the Ice Bear Unit Purchase and Sale Agreement, including appendixes, itemized by installation location, at \$2,170/kW offset, plus all other terms of the Agreement.
- b) A fixed Planning and Development Cost of \$1,000 per installed unit.
- c) Five years of Services per the Maintenance and Verification Services Agreement, including a provision for service calls and consumable materials estimated to be \$2,500 per installed unit, plus all other terms of the Agreement.
- d) Any applicable sales taxes and regulatory fees.
- e) Any other itemized fees as may be applicable to the Project.

All together, assuming an average offset of 9kW per installation, the “Initiation Fee” is therefore established at twenty five thousand dollars (\$25,000) upon the order of each Ice Bear unit.

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, Public Works Director/City Engineer

AGENDA DATE: October 11, 2011

TITLE: REQUEST ADOPTION OF PLANS AND SPECIFICATIONS, AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS AND AUTHORIZATION TO OFFER AN EARLY CONSTRUCTION COMPLETION FINANCIAL INCENTIVE IN THE CONSTRUCTION BID DOCUMENTS FOR THE STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE
Project No. 12-12599520

RECOMMENDED ACTION

The City Council is requested to:

1. Adopt the plans and specifications on file in the office of the City Engineer for the Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue once biddable ready construction plans and specifications are provided to the City by the developer, Highland Fairview Properties.
2. Authorize the City Engineer to advertise the project for construction bids once all required rights-of-way are obtained and dedicated to the City by the developer, Highland Fairview Properties.
3. Authorize the City Engineer to offer an early construction completion financial incentive in the construction bid documents as an incentive for the successful lowest responsible bidder to complete the project up to two months ahead of the contract completion date.

BACKGROUND

On April 26, 2011, the City Council approved an Economic Development Action Plan that re-sequenced Capital Improvement projects to fast-track the street improvements

on Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On May 24, 2011, the City Council authorized the City Engineer/Public Works Director to execute the Program Supplement Agreement with the California Department of Transportation (Caltrans) for the Cactus Avenue Improvements project. This agreement established the policies and procedures for Caltrans reimbursement of \$1 million in funding for the State-Local Partnership Program (SLPP) grant.

On June 14, 2011, the City Council approved the FY 11/12 budget funding for Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On July 12, 2011, the City Council approved the Agreement for Professional Construction Management and Construction Inspection Consultant Services with Transtech Engineers, Inc. for Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue.

DISCUSSION

The construction bid documents will be structured in such a way that the critical transportation related improvements will be listed as required base bid items which will include grading and construction of four lanes of roadway, raised medians, a bridge crossing, two traffic signal modifications, one new traffic signal and intersection improvements at Iris Avenue and Nason Street, master plan storm drain lines and undergrounding of the Southern California Edison (Edison) overhead power lines along Cactus Avenue. Considering the current competitive construction bidding environment, the additive bid items will include traffic signal interconnect, street lights, LED street lights, recycled water pipeline, potable water pipeline, sewer pipeline and channel improvements to provide flexibility to fund more of the infrastructure based on favorable bids received.

The adjacent property owner and developer, Highland Fairview Properties (HFP), is responsible for obtaining and dedicating all required rights-of-way for the above referenced improvements. HFP is also coordinating the preparation of the construction plans and specifications for the referenced improvements as part of the 760 acre Aquabella Specific Plan (formerly Moreno Valley Field Station Specific Plan). These construction documents will stipulate the necessary requirements in order to be in compliance with the approved Aquabella Environmental Impact Report, any addendums thereof, and all applicable jurisdictional permits that are applicable to the referenced improvements. Because these street segments are considered very strategic to the City's Economic Development Plan, the City is taking a proactive approach in assisting with the review of the plans, specifications, and estimate (PS&E) as well as coordinating the bidding and construction of the project. Since HFP as a private developer is providing biddable plans and specifications for this project to be undertaken by the City, the City Council is requested to adopt the plans and specifications. The City Council is also requested to authorize the City Engineer to advertise the project for construction

bids once all required rights-of-way have been obtained and dedicated to the City by HFP.

HFP has recently updated their schedule to provide all rights-of-way as well as biddable ready construction plans and specifications sometime in mid October 2011. Anticipating a smooth bidding process and no complications in awarding the contract to the lowest responsible bidder, the project is currently anticipated to be in construction sometime in January 2012 with the base bid items anticipated to be constructed by November 2012; if the alternate bid items are also included in the contract, the construction completion is anticipated to be in February 2013.

The City Manager has requested that an early construction completion financial incentive in an amount of up to \$100,000 be included in the construction bid documents as an incentive for the successful lowest responsible bidder to complete the project up to two months ahead of the stipulated contract completion date. If authorized by the City Council, the financial incentive could be structured such that the contractor realizes a financial incentive of \$2,500 per working day up to 40 working days which adds up to \$100,000 in bonus if the project is completed approximately 2 months earlier than the stipulated contract completion date.

It is important to note that one of the critical components of the project is undergrounding of the overhead Edison power lines along the south side of Cactus Avenue between Lasselle Street and Nason Street. The City's contractor will be required to install the electrical ducts and structures as designed by Edison. Once these ducts and structures are installed, Edison crews will pull the necessary electrical and communication cables and energize the underground system at which point Edison will de-energize the overhead system and eventually remove the power poles. The City's contractor will only be able to complete the road improvements on the south side of Cactus Avenue after Edison removes their poles. The extent of the Edison work as described here is likely to be a critical path task item and could potentially delay the contractor. Edison has emphasized to the City that because of workload resource allocation, weather conditions, and emergency response needs, they cannot make any commitments regarding project completion schedule. Such agency or utility caused delays cannot be held against the contractor and in accordance with Public Contract Code stipulations, the contractor may be due extra compensation for such delays. This could significantly affect any early construction completion financial incentive provided by the City. The City is currently working with Edison to come-up with a contingency plan that would minimize or completely avoid any such delays.

ALTERNATIVES

1. Authorize adoption of the plans and specifications on file in the office of the City Engineer for the Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue once biddable ready construction plans and specifications are provided to the City by the developer, Highland Fairview Properties, authorize the City Engineer to advertise the project for construction bids once all required rights-of-way are obtained and dedicated to the City by the developer, Highland Fairview Properties and authorize the City Engineer to offer an early construction

completion financial incentive in the construction bid documents as an incentive for the successful lowest responsible bidder to complete the project up to two months ahead of the contract completion date. *This alternative may result in an earlier completion of the construction work than the contract stipulated timeline.*

2. Do not authorize adoption of the plans and specifications on file in the office of the City Engineer for the Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue once biddable ready construction plans and specifications are provided to the City by the developer, Highland Fairview Properties, do not authorize the City Engineer to advertise the project for construction bids once all required rights-of-way are obtained and dedicated to the City by the developer, Highland Fairview Properties and do not authorize the City Engineer to offer an early construction completion financial incentive in the construction bid documents as an incentive for the successful lowest responsible bidder to complete the project up to two months ahead of the contract completion date. *This alternative eliminates the incentive for an earlier completion of the needed improvements.*

FISCAL IMPACT

The funding sources for this project are: RDA Tax Increment Fund 892 (\$6M through an Agreement with Riverside County Flood Control and Water Conservation District), borrowed DIF Library and Corporate Yard Fund 412 (\$6.5M), DIF Arterial Streets Fund 416 (\$2.5M) - re-sequenced from Kitching Street Improvements project from Cactus Avenue to Gentian Avenue, General Fund 412 (\$1.3M) - re-sequenced from Heacock Street and Cactus Avenue Channel Improvements, DIF Traffic Signals Fund 417 (\$0.27M), Measure “A” Fund 125 (\$3.1M) - re-sequenced from Reche Vista Drive Realignment project, and anticipated SLPP Grant monies Fund 125 (\$1M). Total available funding is \$20,672,000. Assumptions for this project include that HFP will obtain and dedicate the required rights-of-way. The early construction completion financial incentive, if authorized, will be a related project cost of up to \$100,000 payable to the contractor.

BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:

FY 2011/2012 Cactus/Nason Improvement Total Budgets	\$20,672,000
Per funding detail listed below:	
Measure A (Account No. 125.99520)	\$3,100,000
SLPP Grant (Account No. 125.99521)	\$1,000,000
General Fund (Account No. 41299523).....	\$1,300,000
Corporate Yard DIF (Account No. 412.99522)	\$2,500,000
Library DIF (Account No. 412.99531).....	\$4,000,000
Arterial Street DIF (Account No. 416.99533).....	\$2,500,000
Traffic Signal DIF (Account No. 417.99535).....	\$272,000
RDA Tax Increment (Account No. 891.99524).....	\$6,000,000

ESTIMATED PROJECT COSTS:

Consultant Construction Management and Inspection Costs.....	\$999,000
City’s Plan Check and Project Management Administration *	\$881,000
Construction Phase Technical Services (Survey, Geo, Design Support, etc.) ...	\$950,000
Edison Anticipated Hard Costs.....	\$2,200,000
Possible Maximum Financial Incentive	\$100,000
Construction and Utility Relocation Costs	<u>\$15,542,000</u>
Total Estimated Project Costs	\$20,672,000

* Public Works and in-house consultant staff will provide Plan Check and Project Administration.

ANTICIPATED PROJECT SCHEDULE:

Complete PS&E and obtain all Rights-of-Way	Fall 2011
Public Bid and Award of Construction	Three Months Thereafter
Complete Construction.....	Approximately Eleven to Fourteen Months

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley’s future.

SUMMARY

This project implements an initiative of the Economic Development Action Plan. The proposed improvements consist of the ultimate width street improvements along 1) Cactus Avenue between Lasselle Street and Nason Street, and 2) Nason Street between Cactus Avenue and Iris Avenue. Staff anticipates that Highland Fairview will be providing all required rights-of-way for the proposed improvements as well as biddable plans and specifications to the City very soon. The City Council is requested to adopt the plans and specifications, authorize the City Engineer to advertise the project for construction bids once all rights-of-way are dedicated to the City and authorize the City Engineer to offer an early construction completion financial incentive in an amount of up to \$100,000 at \$2,500 per working day up to 40 working days maximum in the construction bid documents as an incentive for the successful lowest responsible bidder to complete the project up to two months ahead of the contract completion date.

ATTACHMENT

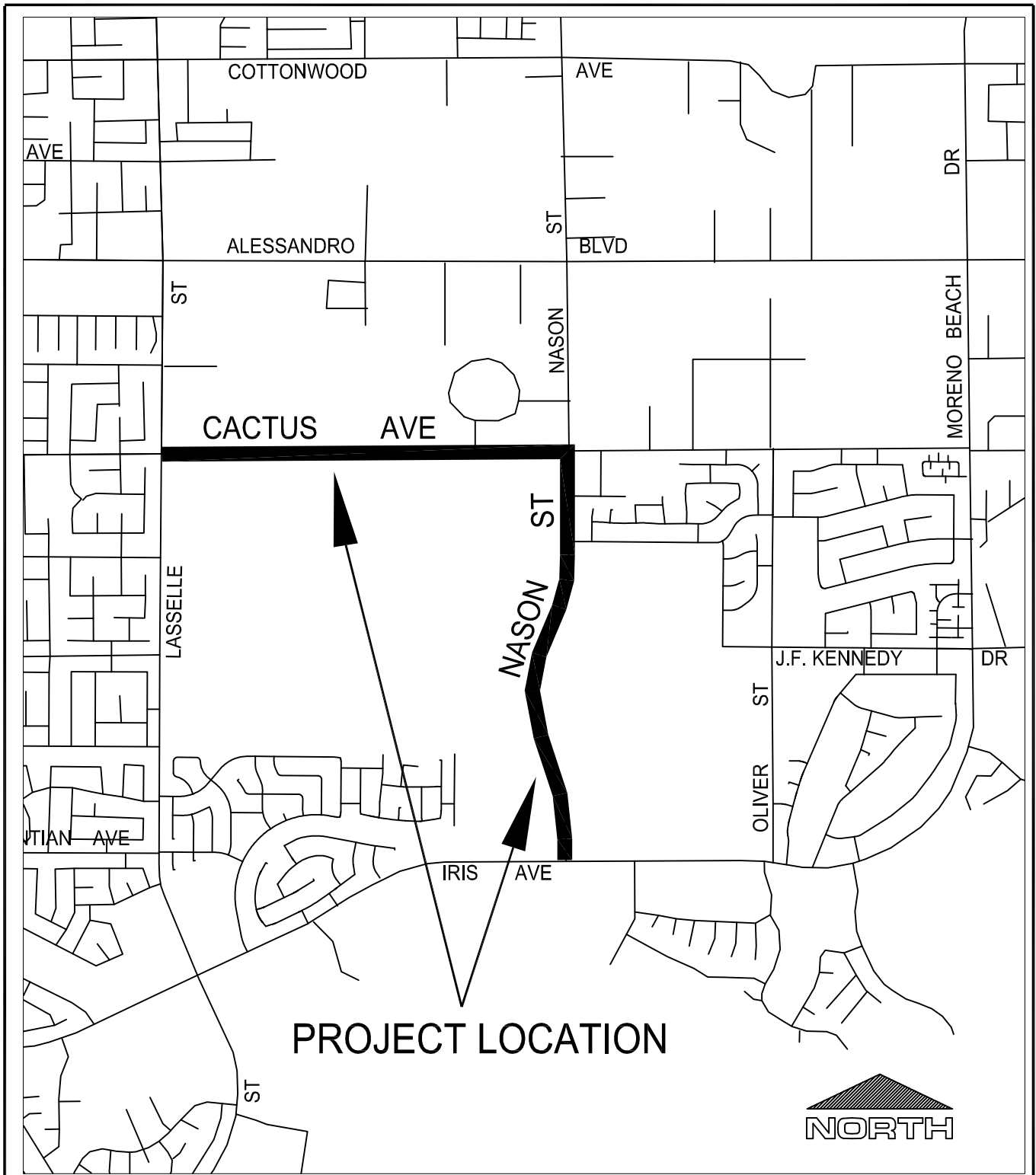
Attachment “A” – Location Map

Prepared By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

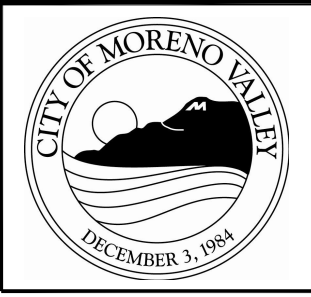
Department Head Approval:
 Chris A. Vogt, P.E.
 Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\premk\CAPITAL PROJECTS DIV\Nason & Cactus HF Projects\Financial Incentive for Early Construction Completion Staff Report101111 - final092711.doc



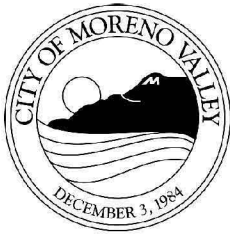
PROJECT LOCATION



CAPITAL IMPROVEMENTS PROJECT	
Public Works Department Capital Projects Division	STREET IMPROVEMENTS CACTUS AVENUE AND NASON STREET
LOCATION MAP	

ATTACHMENT "A"

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

FROM: Robert L. Hansen, City Attorney

AGENDA DATE: October 11, 2011

TITLE: AUTHORIZATION FOR THE MAYOR TO SIGN THE AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE FOR THE RIVERSIDE SUPERIOR COURT CASE ENTITLED RADOS, ET AL. V. CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council authorize the Mayor to sign the amendment to the Settlement Agreement in the case Rados, et al. v. City of Moreno Valley (Riverside Superior Court Case No. RIC 425623).

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On February 4, 2005, the plaintiffs initiated a lawsuit about the City Council's denial of the Planning Commission's approval of Plot Plan PA 03-0014. In 2007, a settlement agreement was entered into which acknowledged that Rados has submitted an alternative application for the land use. The agreement was extended while the application and approval was pending. Paragraph 3 of the settlement agreement provides as follows:

Development Fees for the Proposed Project. As to both the Northerly Property and the Southerly Property, City agrees to apply and impose all development impact fees ("Development Impact Fees") subject to City's control at the rates and structures in effect at the time the City Council

denied the Project on November 23, 2004. The rates and structures of such Development Impact Fees shall remain in place and be fixed for a period of 3 years from the date of the City's last discretionary approval associated with the Proposed Project, from and after which time the then existing rates and structures shall be applicable. Current components of City "Development Impact Fees" are: Police Facilities, Fire Facilities, City Hall Facilities, Animal Shelter, Corporate Yard Facilities, Maintenance Equipment, Arterial Streets, Traffic Signals, Interchange Improvements, Library Facilities and Materials, Park Land, "Quimby" fees, Park Improvements, and Community and Recreational Facilities. Fees that are not included within the definition of Development Impact Fees are: (1) City processing fees (such as fees charged for plan checks, building permits, grading permits, etc.), (2) development impact fees that are not under the City's control or jurisdiction, and (3) impact or mitigation fees imposed by the City pursuant to a regional mitigation program such as the Multi Species Conservation Habitat Plan fee and Transportation Uniform Mitigation Fee.

In July 2009, the Planning Commission approved the industrial component of the new application. Thereafter, "Residents for a Livable Moreno Valley" appealed the Planning Commission's approval to the Council. In January 2010, the Council denied the appeal of "Residents for a Livable Moreno Valley" and approved the industrial component. In February 2010, "Residents for a Livable Moreno Valley" filed a CEQA lawsuit against the City and Rados. In May 2011, "Residents" and Rados settled the CEQA lawsuit. In June 2011, Rados dismissed their case against the City.

The purpose of amending the Settlement Agreement between Rados and the City is to clarify the date on which the three year freeze on Development Fees begins to run on the industrial component of the project (because of the time effect the CEQA case had). The Amendment will clarify that the three year freeze runs from June 2, 2011 (the date "Residents" dismissed the CEQA case) to June 2, 2014.

DISCUSSION

Clarifying the Settlement Agreement will enable the Developer to know that the three year freeze runs from June 2, 2011 (the date the CEQA case was dismissed) to June 2, 2014.

ALTERNATIVES

Clarifying the Settlement Agreement will enable the Developer to know that the three year freeze runs from June 2, 2011 (the date the CEQA case was dismissed) to June 2, 2014. Staff recommends this option.

Not clarifying the Settlement Agreement could leave some ambiguity as to when the three year freeze began to run.

FISCAL IMPACT

No new fiscal impact to the City is contemplated by this clarification.

CITY COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

SUMMARY

The purpose of amending the Settlement Agreement between Rados and the City is to clarify the date on which the three year freeze on Development Fees begins to run on the industrial component of the project (because of the time effect the CEQA case had). The Amendment will clarify that the three year freeze runs from June 2, 2011 (the date "Residents" dismissed the CEQA case) to June 2, 2014.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS/EXHIBITS

Amendment to the Settlement Agreement and Mutual Release

Prepared By:
Suzanne Bryant
Deputy City Attorney III

Department Head Approval:
Robert L. Hansen
City Attorney

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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**AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL
RELEASE**

THIS AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Amendment”) is made and entered into as of the last day of execution below, by and between the City of Moreno Valley, a municipal corporation organized and existing under the laws of the State of California (“City”) and Alexander S. Rados, Walter S. Rados, Stephen S. Rados, Olivera Lynn and Sonja Doder (collectively, “Rados”). The City and Rados collectively are referred to herein as the “Parties.”

RECITALS

A. On February 4, 2005, Rados initiated a lawsuit in the Riverside County Superior Court, State of California, entitled *Alexander S. Rados, et al. v. City of Moreno Valley*, Case No. RIC 425323 (the “Action”) alleging causes of action for (1) petition for writ of mandate for administrative mandamus; and (2) inverse condemnation. The Action generally requests (1) a writ of mandate directing the City of Moreno Valley to rescind the City Council’s denial of the Planning Commission’s approval of Plot Plan number PA 03-0014, and (2) damages based upon an alleged regulatory taking.

B. On or about February 6, 2007, the City and Rados entered into a SETTLEMENT AGREEMENT AND MUTUAL RELEASE, which acknowledged that RADOS had submitted an alternative land use application for the property that was the subject of the Action. The land use application is described in the SETTLEMENT AGREEMENT AND MUTUAL RELEASE and is identified as the “Proposed Project.” The Parties have entered into six extensions of the SETTLEMENT AGREEMENT AND MUTUAL RELEASE.

C. The Proposed Project included both residential and industrial components. The residential component consists of two parcels (APN 485-230-025, 026; Lots 20 and 21 of Riverside Alfalfa Acres) (“Northerly Property”). The industrial component consists of two groups of parcels -- one group where a single large industrial building is proposed (APNs 485-230-014 through 024; Lots 14 through 24 of Parcel Map 24314), and another group of parcels where a series of smaller industrial buildings is proposed (APNs 485-230-001 through 010; Lots 1 through 10 of Parcel Map 24314.) (The industrial parcels shall collectively be referred to herein as the “Southerly Property”). The residential component and the industrial component were the subject of two separate land use applications to the City.

D. Paragraph 3 of the SETTLEMENT AGREEMENT AND MUTUAL RELEASE provides as follows:

“Development Fees for the Proposed Project. As to both the Northerly Property and the Southerly Property, City agrees to apply and impose all development impact fees (“Development Impact Fees”) subject to City’s control at the rates and structures in effect at the time the City Council denied the

Project on November 23, 2004. The rates and structures of such Development Impact Fees shall remain in place and be fixed for a period of 3 years from the date of the City's last discretionary approval associated with the Proposed Project, from and after which time the then existing rates and structures shall be applicable. Current components of City "Development Impact Fees" are: Police Facilities, Fire Facilities, City Hall Facilities, Animal Shelter, Corporate Yard Facilities, Maintenance Equipment, Arterial Streets, Traffic Signals, Interchange Improvements, Library Facilities and Materials, Park Land, "Quimby" fees, Park Improvements, and Community and Recreational Facilities. Fees that are not included within the definition of Development Impact Fees are: (1) City processing fees (such as fees charged for plan checks, building permits, grading permits, etc.), (2) development impact fees that are not under the City's control or jurisdiction, and (3) impact or mitigation fees imposed by the City pursuant to a regional mitigation program such as the Multi Species Conservation Habitat Plan fee and Transportation Uniform Mitigation Fee."

E. On or about July 23, 2009, the City's Planning Commission approved the industrial component. Thereafter, an entity called "Residents for a Liveable Moreno Valley" appealed the Planning Commission's approval of the industrial component to the City's Council.

F. On or about, January 26, 2010, the City denied the appeal of the Residents for a Liveable Moreno Valley and approved the industrial component.

G. On or about February 18, 2010, the Residents for a Liveable Moreno Valley filed suit under the California Environmental Quality Act, challenging the City's approval of the industrial component. The lawsuit was designated as Riverside Superior Court case number RIC 10003334.

H. On or about July 13, 2010, the City approved the residential component. The City's approval of the residential component was not legally challenged.

I. In or about May, 2011, Rados and the Residents for a Liveable Moreno Valley finalized a settlement of case number 10003334 and pursuant to the settlement, Residents for a Liveable Moreno Valley dismissed the CEQA action on **June 2, 2011**.

J. On June 23, 2011 Rados dismissed the Action against the City, with prejudice.

K. The purpose of this Amendment to the SETTLEMENT AGREEMENT AND MUTUAL RELEASE is to clarify the date on which the three (3) year freeze on Development Fees begins to run on the industrial component.

AMENDMENT TO SETTLEMENT AGREEMENT

1. Clarification of Date in which Three Year Freeze Begins to Run on Industrial Component. The City and Rados agree that, with respect to the industrial component of the revised project, the three (3) year freeze on Development Fees, set forth in Paragraph 3 of the SETTLEMENT AGREEMENT AND MUTUAL RELEASE, runs from June 2, 2011 (the date the Residents for a Liveable Moreno Valley dismissed the CEQA action) to June 2, 2014.

2. Terms of original SETTLEMENT AGREEMENT AND MUTUAL RELEASE are incorporated by reference. The City and Rados agree that all recitals and operative provisions of the original SETTLEMENT AGREEMENT AND MUTUAL RELEASE and all six extensions, except those that are directly contradicted by this Amendment to the SETTLEMENT AGREEMENT AND MUTUAL RELEASE, are incorporated herein by this reference and remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

“RADOS”

DATE: _____, 2011 _____
ALEXANDER S. RADOS

DATE: _____, 2011 _____
STEPHEN S. RADOS

DATE: _____, 2011 _____
WALTER S. RADOS

DATE: _____, 2011 _____
OLIVERA LYNN

DATE: _____, 2011 _____
SONJA DODER

“CITY OF MORENO VALLEY, a municipal corporation”

DATE: _____, 2011 By: _____

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**MINUTES - REGULAR MEETING OF SEPTEMBER 27, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES - REGULAR MEETING OF SEPTEMBER 27, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

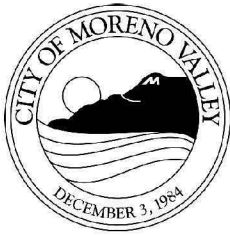
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**MINUTES - REGULAR MEETING OF SEPTEMBER 27, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>JMB</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: October 11, 2011 (Continued from September 27, 2011)

TITLE: PUBLIC HEARING REGARDING COUNCILMANIC
REDISTRICTING

RECOMMENDED ACTION

1. Staff recommends that the City Council conduct a public hearing to review the four proposed redistricting plans and the citizen-drawn plans of the Councilmanic districts in the City of Moreno Valley.
2. Provide direction on a final redistricting map.

BACKGROUND AND DISCUSSION

The California Elections Code provides that after each decennial federal census, general law cities must adjust the boundaries of any or all of the council districts of the city so that the districts be as nearly equal in population as may be and shall comply with the applicable provisions of §1973 of Title 42 of the United States Code, as amended. In establishing the boundaries of the districts, the council may give consideration to the following factors: topography, geography, cohesiveness, contiguity, integrity, and compactness of territory, and community of interests of the districts. The council must adjust the boundaries of the council districts before the first day of November of the year following the year in which each decennial federal census is taken.

On August 23, 2011, the City Council adopted Resolution No. 2011-93, establishing criteria to guide the process of revising the boundaries of the districts from which members of the City Council are elected. Two Citizens' Community Meetings were held on September 12 and 15, 2011 that gave the citizens of Moreno Valley the opportunity to provide input. The on-line redistricting tool was demonstrated by Dave Meyer at both

meetings. The public hearings scheduled for September 27, 2011 and October 11, 2011 fulfill the requirements of Elections Code 21601.1, which states that the “council must hold at least one public hearing on any proposal to adjust boundaries of a district prior to a public hearing at which the council votes to approve or defeat the proposal.”

The consultant, Dr. Alan Heslop of National Demographics Corporation (NDC) has made a presentation to the City Council at the July 26, 2011 Special Meeting and August 23, 2011 Regular City Council Meeting.

Four NDC draft plans (maps) and seven citizen-drawn plans (maps) have been provided to Council and are attached for consideration. A brief summary of the four NDC draft plans follows:

Plan 1 - District 3 loses SW corner, District 2 moves south

Plan 2 - District 3 loses a bit of SW but mostly NW, District 2 moves east

Plan 3 – District 3 loses SW corner; District 1 loses north end; District 2 moves south; Highly compact

Plan 4 - District 1 moves east; Most-compact districts; Least change to District 4

NOTIFICATION

Publication of the agenda.

ALTERNATIVES

California statutes require a second public hearing. There are no other alternatives in order to comply with applicable state law.

FISCAL IMPACT

This expenditure has been included in the City Clerk’s budget for 2011/12 fiscal year. Approved budget is located in: 13110.6291- not to exceed \$45,000.00.

ATTACHMENTS/EXHIBITS

1. NDC Memo to Council
2. 2001 Plan and deviation & demographics
3. Plan 1 map & demographics
4. Plan 2 map & demographics
5. Plan 3 map & demographics
6. Plan 4 map & demographics
7. Public Plan 1 map & stats
8. Public Plan 2 map & stats
9. Public Plan 3 map & stats
10. Public Plan 4 map & stats
11. Public Plan 5 map & stats

- 12. Public Plan 6 map & stats
- 13. Public Plan 7 map & stats
- 14. Public Plan 8 map & stats

Prepared By:
Jane Halstead, City Clerk

Department Head Approval:
Jane Halstead, City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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NDC

National Demographics Corporation

September 20, 2011

To: Honorable Mayor Stewart, Mayor Pro Tem Molina and Council Members

Fr: Douglas Johnson, President

National Demographics Corporation (NDC) developed four plans as a way to stimulate public interest in the redistricting process. Each plan was designed to meet the federal mandates (equality of population and compliance with the Voting Rights Act), but the plans differed markedly from one another in the way they attempted to meet the other criteria established by the City. These plans are attached hereto.

NDC has worked closely with City Clerk Jane Halstead and her office. We have been impressed by the City's outreach efforts and the attempt to inform the public of the redistricting process and the opportunities for involvement in it.

Although attendance at the two public meetings was less than hoped for, we are encouraged by the use of the online redistricting system. A total of 24 people have created user IDs to access the system, and they have already submitted four proposed plans. In addition a fifth plan was submitted using the paper version of the public participation kit. We have been impressed, also, by the technical proficiency of some of the citizen plans and the effort they made to meet the criteria established by the City Council. NDC has developed maps and statistics for each of the citizen-drawn plans and they are attached hereto.

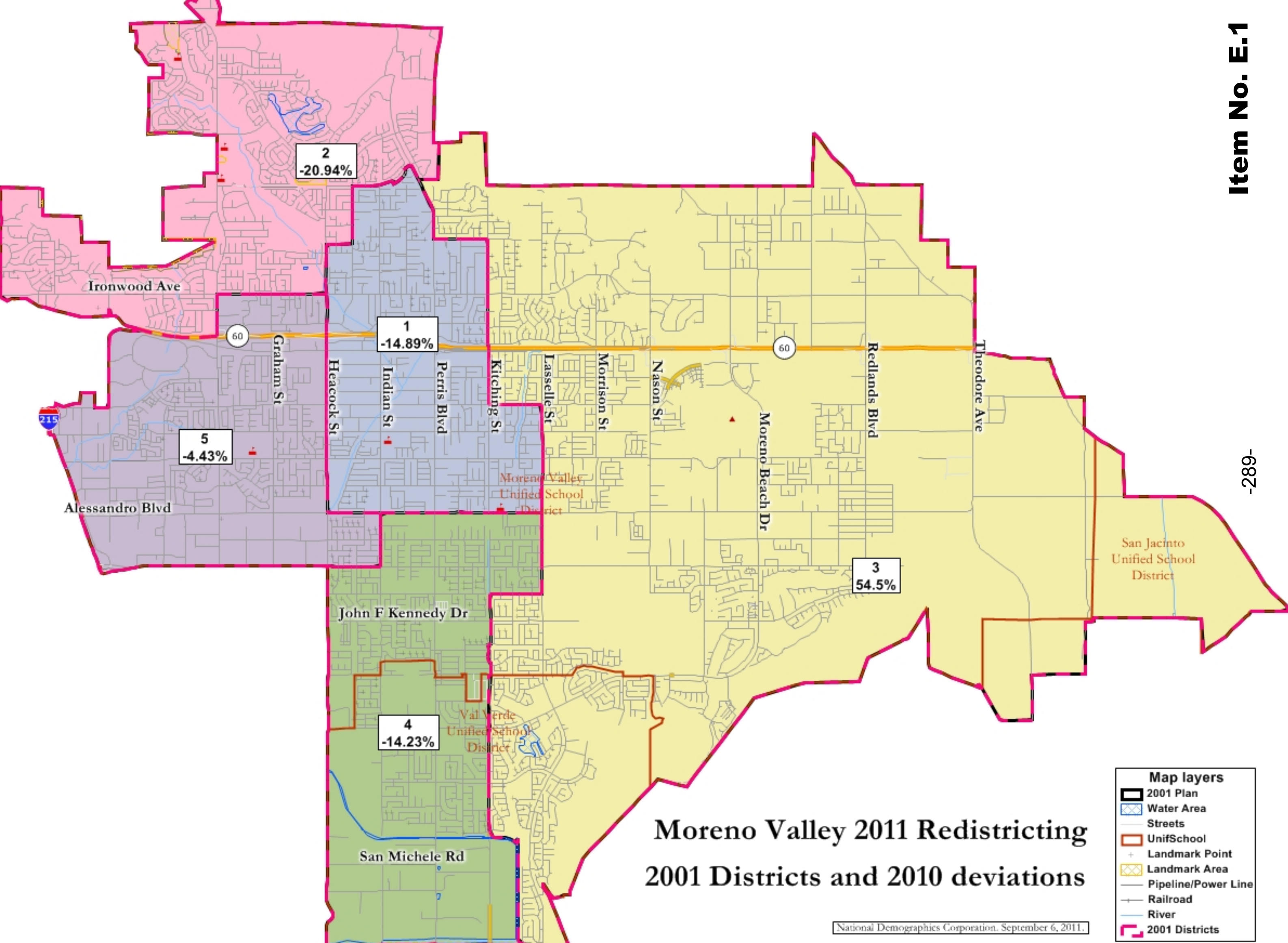
NDC staff members will be present at the Council meeting on September 27th. At that time, we hope for Council comments and direction on the four plans developed by NDC, as well as on the public plans. (Please note: Additional plans that may be submitted by citizens will be forwarded directly to the Council as they are received). In light of Councilmembers' comments on September 27th, NDC will then develop a plan or plans for a possible decision by Council at a following meeting.

Phone: (909) 624-1442
FAX (818) 254-1221

P.O. Box 5271
Glendale, CA 91221

info@NDCresearch.com
www.NDCresearch.com

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Moreno Valley 2011 Redistricting 2001 Districts and 2010 deviations

National Demographics Corporation, September 6, 2011.

Map layers

- 2001 Plan
- Water Area
- Streets
- UnifSchool
- Landmark Point
- Landmark Area
- Pipeline/Power Line
- Railroad
- River
- 2001 Districts

2001 Plan	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				DOJ	NH DOJ	DOJ	DOJ	DOJ	DOJ		
				Hisp	NH Wht	Blk	Ind	Asn	Hwn	Oth	OthMR
1	32,915	-5,758	-14.89%	20,506	5,270	4,930	199	1,412	244	87	267
2	30,573	-8,100	-20.94%	13,450	8,981	5,373	139	2,141	122	59	308
3	59,750	21,077	54.50%	27,708	12,884	12,337	312	5,430	295	190	594
4	33,169	-5,504	-14.23%	21,067	4,572	5,300	113	1,629	175	77	236
5	36,958	-1,715	-4.43%	22,438	4,866	6,788	150	2,020	264	67	365
Total	193,365	29,177	75.45%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

2001 Plan	NH18+										Asn +								
	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ	NH18+ Blk	NH18+ DOJ	NH18+ Ind	NH18+ Hwn	NH18+ Oth	NH18+ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.
1	21,794	12,416	4,369	3,369	146	1,116	168	62	148	10,535	4,035	142	134	276	4,583	1,557	59	57	116
2	21,969	8,733	7,346	3,763	111	1,687	85	43	201	14,221	3,968	269	228	497	7,434	1,777	111	104	215
3	41,255	17,459	10,458	8,371	231	4,092	191	135	318	23,563	7,129	503	417	920	11,812	3,071	208	177	385
4	21,809	12,949	3,736	3,459	80	1,273	116	47	149	10,667	4,503	161	174	335	4,757	1,824	57	75	132
5	24,042	13,452	3,954	4,469	114	1,631	170	45	207	10,933	4,325	225	164	389	4,358	1,583	68	61	129
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

2001 Plan	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP		Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	15,404	6,263	5,286	2,853	648	50	206	99		15,610	6,314	5,343	2,885	622	39	289	329	3,610
2	18,581	5,788	7,999	3,268	1,257	204	0	66		18,466	5,596	8,098	3,194	1,085	121	54	525	3,314
3	29,548	9,120	10,571	6,519	2,614	258	215	266		29,825	9,539	10,374	6,344	2,447	205	261	945	5,834
4	14,895	6,506	4,250	2,953	791	172	39	178		14,659	6,254	4,018	3,003	906	148	53	370	4,191
5	16,643	6,661	4,215	4,584	1,036	20	60	75		16,467	6,578	4,044	4,334	1,012	46	50	537	3,579
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

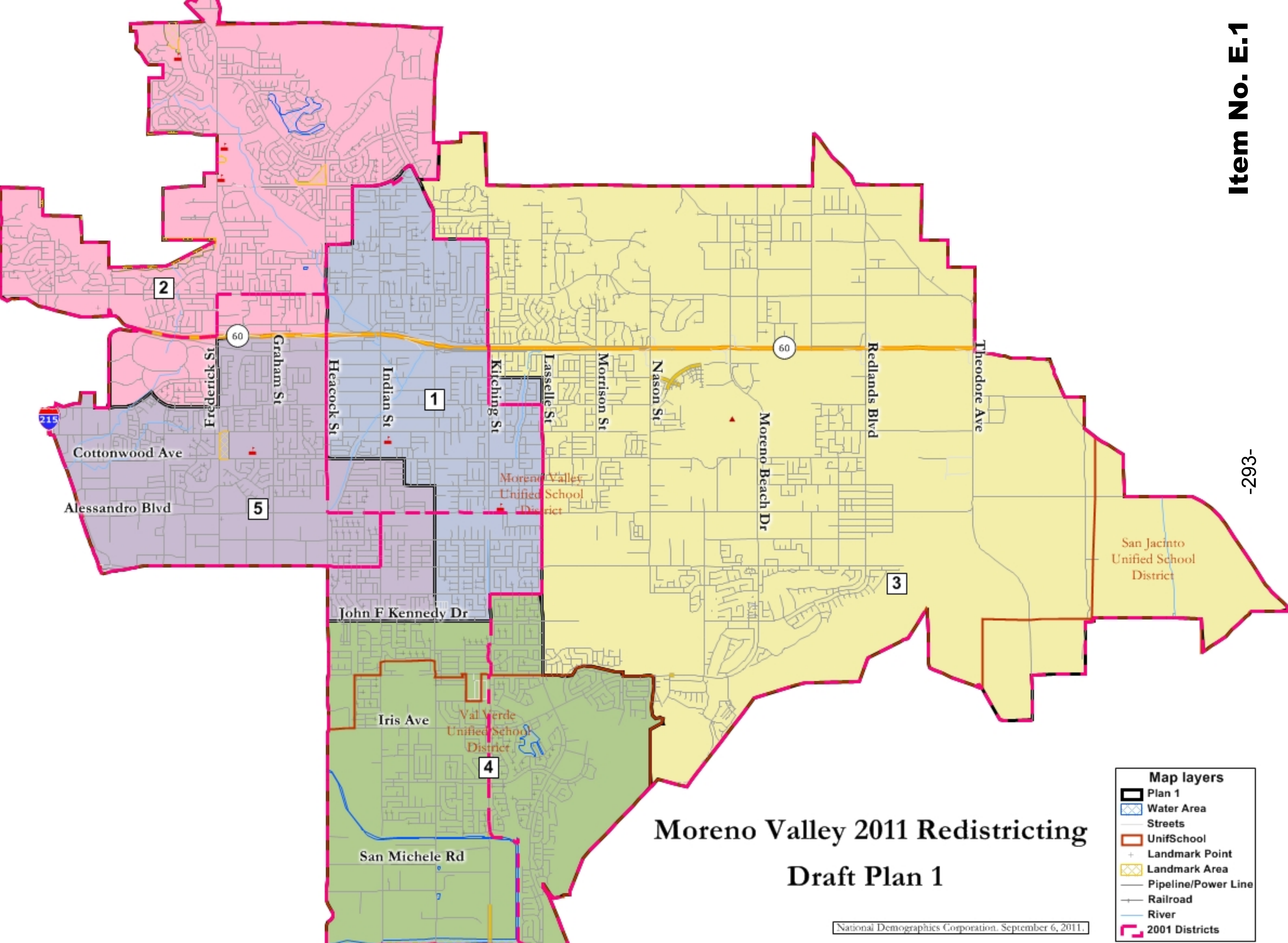
2001 Plan	% NH		% NH		% NH		% NH	
	% Hisp.	Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	OthMR
1	62.3%	16.0%	15.0%	0.6%	4.3%	0.7%	0.3%	0.8%
2	44.0%	29.4%	17.6%	0.5%	7.0%	0.4%	0.2%	1.0%
3	46.4%	21.6%	20.6%	0.5%	9.1%	0.5%	0.3%	1.0%
4	63.5%	13.8%	16.0%	0.3%	4.9%	0.5%	0.2%	0.7%
5	60.7%	13.2%	18.4%	0.4%	5.5%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

2001 Plan	% NH18+		% NH18+		% NH18+		% NH18+		% Asn		% Asn +					
	% H18+ Pop	Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	+ Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	57.0%	20.0%	15.5%	0.7%	5.1%	0.8%	0.3%	0.7%	38.3%	1.3%	1.3%	2.6%	34.0%	1.3%	1.2%	2.5%
2	39.8%	33.4%	17.1%	0.5%	7.7%	0.4%	0.2%	0.9%	27.9%	1.9%	1.6%	3.5%	23.9%	1.5%	1.4%	2.9%
3	42.3%	25.3%	20.3%	0.6%	9.9%	0.5%	0.3%	0.8%	30.3%	2.1%	1.8%	3.9%	26.0%	1.8%	1.5%	3.3%
4	59.4%	17.1%	15.9%	0.4%	5.8%	0.5%	0.2%	0.7%	42.2%	1.5%	1.6%	3.1%	38.3%	1.2%	1.6%	2.8%
5	56.0%	16.4%	18.6%	0.5%	6.8%	0.7%	0.2%	0.9%	39.6%	2.1%	1.5%	3.6%	36.3%	1.6%	1.4%	3.0%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

2001 Plan	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	70.7%	40.7%	34.3%	18.5%	4.2%	0.3%	1.3%	0.6%	0.6%	71.6%	40.4%	34.2%	18.5%	4.0%	0.2%	1.9%	2.1%	23.1%
2	84.6%	31.1%	43.0%	17.6%	6.8%	1.1%	0.0%	0.4%	0.4%	84.1%	30.3%	43.9%	17.3%	5.9%	0.7%	0.3%	2.8%	17.9%
3	71.6%	30.9%	35.8%	22.1%	8.8%	0.9%	0.7%	0.9%	0.9%	72.3%	32.0%	34.8%	21.3%	8.2%	0.7%	0.9%	3.2%	19.6%
4	68.3%	43.7%	28.5%	19.8%	5.3%	1.2%	0.3%	1.2%	1.2%	67.2%	42.7%	27.4%	20.5%	6.2%	1.0%	0.4%	2.5%	28.6%
5	69.2%	40.0%	25.3%	27.5%	6.2%	0.1%	0.4%	0.5%	0.5%	68.5%	39.9%	24.6%	26.3%	6.1%	0.3%	0.3%	3.3%	21.7%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%

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Moreno Valley 2011 Redistricting Draft Plan 1

National Demographics Corporation, September 6, 2011.

- Map layers**
- Plan 1
 - Water Area
 - Streets
 - UnifSchool
 - Landmark Point
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - 2001 Districts

Plan 1	Tot. Pop.	Dev.	% Dev.	NH		NH DOJ		NH DOJ		NH DOJ		NH DOJ	
				Hisp	NH Wht	Blk	Ind	Asn	Hwn	Oth	OthMR		
1	38,545	-128	-0.33%	23,541	6,307	6,085	217	1,738	251	104	302		
2	38,822	149	0.39%	17,289	10,301	7,800	184	2,601	159	81	407		
3	38,811	138	0.36%	17,136	9,647	7,338	229	3,739	202	142	378		
4	38,666	-7	-0.02%	22,143	5,328	7,860	146	2,549	207	92	341		
5	38,521	-152	-0.39%	25,060	4,990	5,645	137	2,005	281	61	342		
Total	193,365	301	0.78%	105,169	36,573	34,728	913	12,632	1,100	480	1,770		
Ideal	38,673												

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 1	18+ Pop	NH18+				NH18+ DOJ				Asn +					Asn +				
		H18+ Pop	NH18+ Wht	NH18+ Blk	NH18+ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Vote.
1	25,708	14,389	5,241	4,105	158	1,397	183	68	167	12,829	4,842	162	166	328	5,633	1,894	62	79	141
2	27,425	11,067	8,389	5,326	147	2,060	111	58	267	16,616	4,696	316	261	577	8,320	2,023	123	115	238
3	27,256	10,902	7,855	5,068	176	2,812	121	100	222	16,329	4,682	366	268	634	8,545	2,061	155	122	277
4	25,463	13,595	4,282	5,152	99	1,943	142	64	186	12,636	4,799	243	254	497	5,713	1,983	91	96	187
5	25,017	15,056	4,096	3,780	102	1,587	173	42	181	11,509	4,941	213	168	381	4,733	1,851	72	62	134
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Plan 1	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP		Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	18,903	7,686	6,344	3,551	892	107	212	114		18,835	7,735	6,194	3,572	861	69	298	354	4,326
2	22,704	7,124	9,212	4,469	1,545	204	60	89		22,591	6,934	9,293	4,369	1,353	143	104	682	3,805
3	20,153	5,874	7,861	4,115	1,805	216	188	104		20,185	6,222	7,589	3,947	1,545	155	234	706	3,706
4	16,931	6,369	4,966	3,955	1,185	85	36	325		16,880	6,053	5,018	3,860	1,378	90	39	489	4,137
5	16,380	7,285	3,937	4,086	918	92	24	51		16,537	7,336	3,783	4,011	935	102	32	476	4,554
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

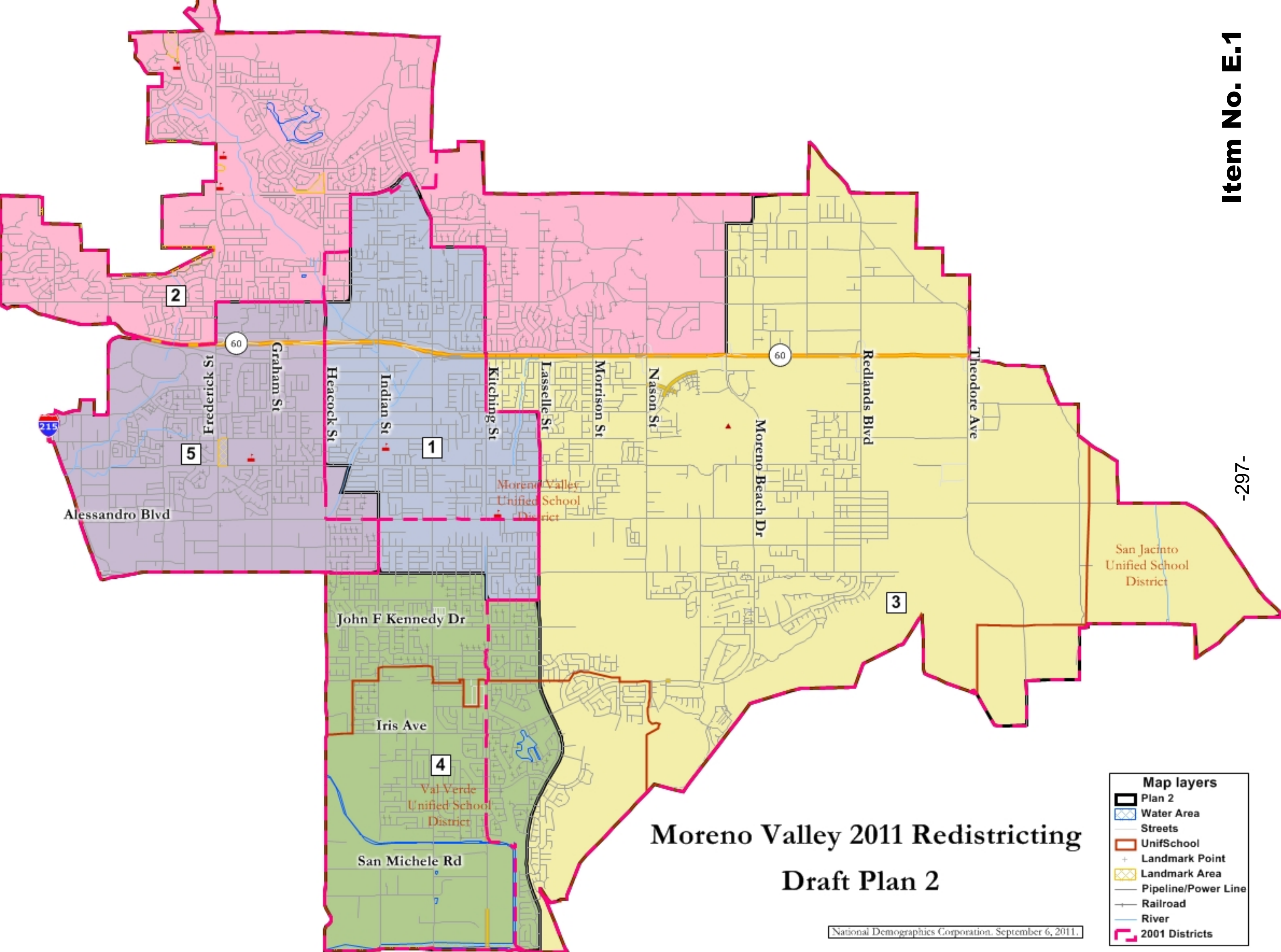
Plan	% NH		% NH		% NH		% NH	
	% Hisp.	Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ OthMR
1	61.1%	16.4%	15.8%	0.6%	4.5%	0.7%	0.3%	0.8%
2	44.5%	26.5%	20.1%	0.5%	6.7%	0.4%	0.2%	1.0%
3	44.2%	24.9%	18.9%	0.6%	9.6%	0.5%	0.4%	1.0%
4	57.3%	13.8%	20.3%	0.4%	6.6%	0.5%	0.2%	0.9%
5	65.1%	13.0%	14.7%	0.4%	5.2%	0.7%	0.2%	0.9%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan	% NH18+		% NH18+		% NH18+		% NH18+		% Asn		% Asn +					
	% H18+ Pop	Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	+ Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	56.0%	20.4%	16.0%	0.6%	5.4%	0.7%	0.3%	0.6%	37.7%	1.3%	1.3%	2.6%	33.6%	1.1%	1.4%	2.5%
2	40.4%	30.6%	19.4%	0.5%	7.5%	0.4%	0.2%	1.0%	28.3%	1.9%	1.6%	3.5%	24.3%	1.5%	1.4%	2.9%
3	40.0%	28.8%	18.6%	0.6%	10.3%	0.4%	0.4%	0.8%	28.7%	2.2%	1.6%	3.9%	24.1%	1.8%	1.4%	3.2%
4	53.4%	16.8%	20.2%	0.4%	7.6%	0.6%	0.3%	0.7%	38.0%	1.9%	2.0%	3.9%	34.7%	1.6%	1.7%	3.3%
5	60.2%	16.4%	15.1%	0.4%	6.3%	0.7%	0.2%	0.7%	42.9%	1.9%	1.5%	3.3%	39.1%	1.5%	1.3%	2.8%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Plan	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	73.5%	40.7%	33.6%	18.8%	4.7%	0.6%	1.1%	0.6%	0.6%	73.3%	41.1%	32.9%	19.0%	4.6%	0.4%	1.6%	1.9%	23.0%
2	82.8%	31.4%	40.6%	19.7%	6.8%	0.9%	0.3%	0.4%	0.4%	82.4%	30.7%	41.1%	19.3%	6.0%	0.6%	0.5%	3.0%	16.8%
3	73.9%	29.1%	39.0%	20.4%	9.0%	1.1%	0.9%	0.5%	0.5%	74.1%	30.8%	37.6%	19.6%	7.7%	0.8%	1.2%	3.5%	18.4%
4	66.5%	37.6%	29.3%	23.4%	7.0%	0.5%	0.2%	1.9%	1.9%	66.3%	35.9%	29.7%	22.9%	8.2%	0.5%	0.2%	2.9%	24.5%
5	65.5%	44.5%	24.0%	24.9%	5.6%	0.6%	0.1%	0.3%	0.3%	66.1%	44.4%	22.9%	24.3%	5.7%	0.6%	0.2%	2.9%	27.5%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%

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Moreno Valley 2011 Redistricting Draft Plan 2

National Demographics Corporation, September 6, 2011.

Map layers

- Plan 2
- Water Area
- Streets
- UnifSchool
- Landmark Point
- Landmark Area
- Pipeline/Power Line
- Railroad
- River
- 2001 Districts

Plan 2	Tot. Pop.	Dev.	% Dev.	Hisp	NH Wht	NH		NH		NH		NH	
						DOJ	NH DOJ	DOJ	DOJ	DOJ	DOJ	DOJ	OthMR
1	38,151	-522	-1.35%	23,674	5,997	5,947	202	1,673	260	103	295		
2	38,829	156	0.40%	17,375	11,744	6,305	214	2,612	136	78	365		
3	38,934	261	0.67%	17,265	8,366	8,296	192	4,052	225	141	397		
4	38,802	129	0.33%	23,327	5,398	7,136	150	2,181	201	83	326		
5	38,649	-24	-0.06%	23,528	5,068	7,044	155	2,114	278	75	387		
Total	193,365	783	2.02%	105,169	36,573	34,728	913	12,632	1,100	480	1,770		
Ideal	38,673												

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 2	18+ Pop	NH18+				NH18+				Asn +				Asn +					
		H18+ Pop	NH18+ Wht	NH18+ Blk	NH18+ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Fil. Vote.
1	25,313	14,440	4,979	4,006	145	1,329	183	69	162	12,415	4,820	164	156	320	5,419	1,881	68	70	138
2	28,030	11,353	9,636	4,443	168	2,040	98	56	236	18,266	5,160	363	251	614	9,754	2,319	157	118	275
3	26,751	10,790	6,736	5,577	144	3,048	135	102	219	15,135	4,425	337	306	643	7,453	1,875	131	126	257
4	25,747	14,383	4,412	4,774	108	1,690	136	56	188	12,725	5,026	208	234	442	5,796	2,080	77	97	174
5	25,028	14,043	4,100	4,631	117	1,692	178	49	218	11,378	4,529	228	170	398	4,522	1,657	70	63	133
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Plan 2	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP		Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	17,931	7,613	5,674	3,283	905	124	236	100		18,263	7,704	5,850	3,359	831	83	324	336	4,471
2	24,021	7,578	10,488	4,062	1,461	254	104	75		23,637	7,377	10,345	3,891	1,272	138	121	765	4,240
3	18,575	5,420	6,446	4,398	1,938	168	92	122		18,975	5,860	6,550	4,206	1,661	159	176	553	3,649
4	17,429	6,830	5,352	3,772	989	139	28	312		17,121	6,498	4,926	3,886	1,249	132	37	504	4,421
5	17,114	6,897	4,360	4,661	1,052	20	60	75		17,033	6,843	4,206	4,418	1,060	46	50	546	3,747
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

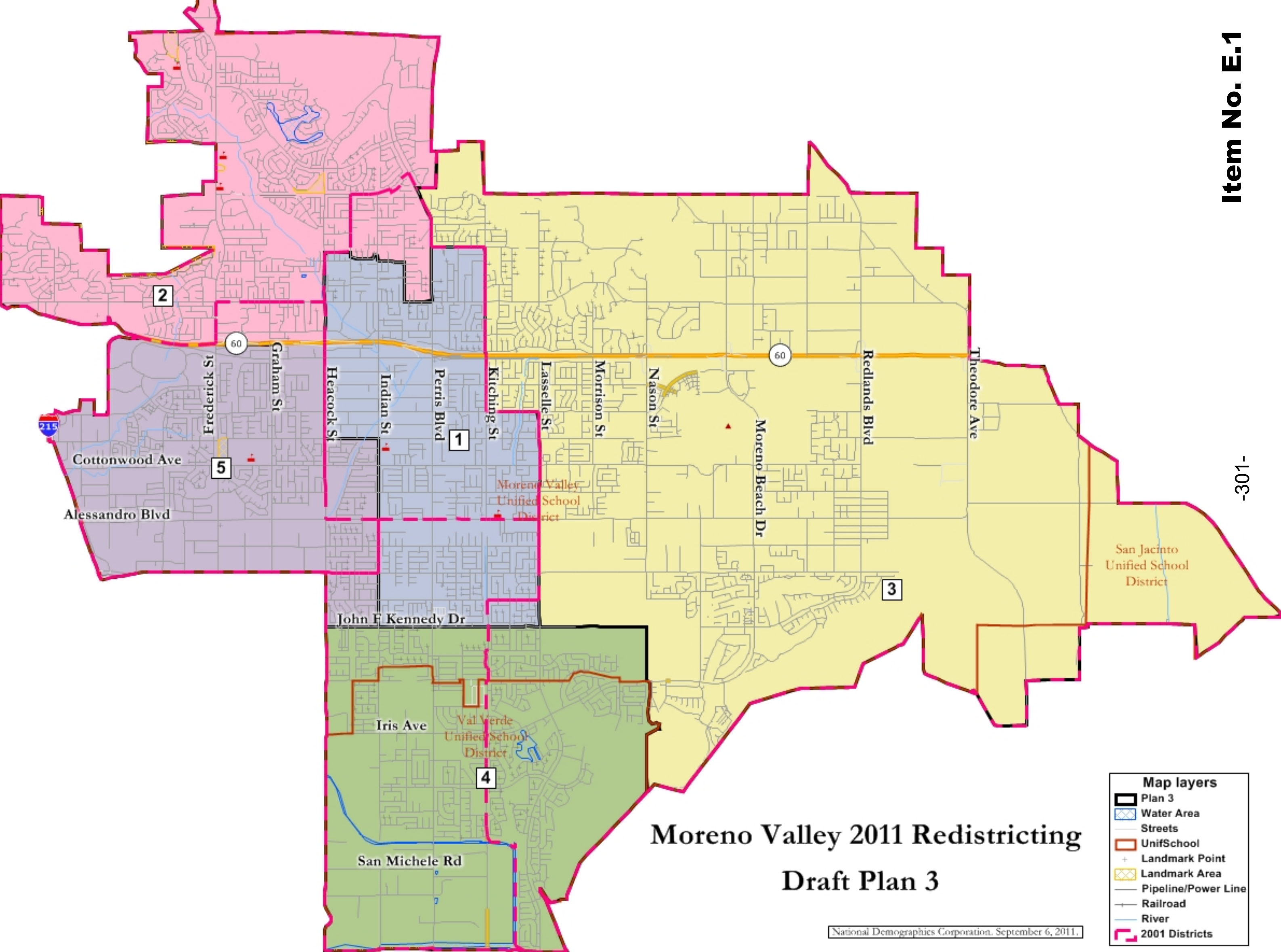
Plan 2	% NH		% NH		% NH		% NH	
	% Hisp.	Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	OthMR
1	62.1%	15.7%	15.6%	0.5%	4.4%	0.7%	0.3%	0.8%
2	44.7%	30.2%	16.2%	0.6%	6.7%	0.4%	0.2%	0.9%
3	44.3%	21.5%	21.3%	0.5%	10.4%	0.6%	0.4%	1.0%
4	60.1%	13.9%	18.4%	0.4%	5.6%	0.5%	0.2%	0.8%
5	60.9%	13.1%	18.2%	0.4%	5.5%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 2	% NH18+		% NH18+		% NH18+		% NH18+		% Asn		% Asn +					
	% H18+ Pop	Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	+ Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	57.0%	19.7%	15.8%	0.6%	5.3%	0.7%	0.3%	0.6%	38.8%	1.3%	1.3%	2.6%	34.7%	1.3%	1.3%	2.5%
2	40.5%	34.4%	15.9%	0.6%	7.3%	0.3%	0.2%	0.8%	28.2%	2.0%	1.4%	3.4%	23.8%	1.6%	1.2%	2.8%
3	40.3%	25.2%	20.8%	0.5%	11.4%	0.5%	0.4%	0.8%	29.2%	2.2%	2.0%	4.2%	25.2%	1.8%	1.7%	3.4%
4	55.9%	17.1%	18.5%	0.4%	6.6%	0.5%	0.2%	0.7%	39.5%	1.6%	1.8%	3.5%	35.9%	1.3%	1.7%	3.0%
5	56.1%	16.4%	18.5%	0.5%	6.8%	0.7%	0.2%	0.9%	39.8%	2.0%	1.5%	3.5%	36.6%	1.5%	1.4%	2.9%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Plan 2	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	70.8%	42.5%	31.6%	18.3%	5.0%	0.7%	1.3%	0.6%	0.7%	72.1%	42.2%	32.0%	18.4%	4.5%	0.5%	1.8%	1.8%	24.5%
2	85.7%	31.5%	43.7%	16.9%	6.1%	1.1%	0.4%	0.3%	0.3%	84.3%	31.2%	43.8%	16.5%	5.4%	0.6%	0.5%	3.2%	17.9%
3	69.4%	29.2%	34.7%	23.7%	10.4%	0.9%	0.5%	0.7%	0.7%	70.9%	30.9%	34.5%	22.2%	8.8%	0.8%	0.9%	2.9%	19.2%
4	67.7%	39.2%	30.7%	21.6%	5.7%	0.8%	0.2%	1.8%	1.8%	66.5%	38.0%	28.8%	22.7%	7.3%	0.8%	0.2%	2.9%	25.8%
5	68.4%	40.3%	25.5%	27.2%	6.1%	0.1%	0.4%	0.4%	0.4%	68.1%	40.2%	24.7%	25.9%	6.2%	0.3%	0.3%	3.2%	22.0%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%

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Moreno Valley 2011 Redistricting

Draft Plan 3

National Demographics Corporation, September 6, 2011.

Plan 3	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				DOJ	NH DOJ	DOJ	DOJ	DOJ	DOJ		
				Hisp	NH Wht	Blk	Ind	Asn	Hwn	Oth	OthMR
1	38,312	-361	-0.93%	23,807	6,059	5,961	191	1,709	206	84	295
2	38,872	199	0.51%	17,552	10,653	7,375	197	2,424	193	85	393
3	38,358	-315	-0.81%	17,086	9,585	7,095	230	3,659	179	139	385
4	39,025	352	0.91%	22,104	5,362	8,086	144	2,663	228	97	341
5	38,798	125	0.32%	24,620	4,914	6,211	151	2,177	294	75	356
Total	193,365	713	1.84%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 3	NH18+										Asn +					Asn +				
	H18+ Pop	NH18+ Wht	NH18+ DOJ	NH18+ Blk	NH18+ Ind	NH18+ Asn	NH18+ Hwn	NH18+ Oth	NH18+ OthMR	Asn + Fil.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Fil. Vote.					
1	25,603	14,633	5,081	4,022	139	1,357	151	53	167	12,587	4,906	160	157	317	5,509	1,916	54	68	122	
2	27,467	11,216	8,689	5,050	154	1,908	134	61	255	16,926	4,791	303	253	556	8,615	2,099	130	114	244	
3	27,045	10,893	7,841	4,945	175	2,759	110	99	223	16,322	4,702	354	262	616	8,583	2,076	148	122	270	
4	25,630	13,552	4,264	5,275	102	2,031	153	67	186	12,608	4,740	252	264	516	5,647	1,955	97	98	195	
5	25,124	14,715	3,988	4,139	112	1,744	182	52	192	11,476	4,821	231	181	412	4,590	1,766	74	72	146	
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977	

Plan 3	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	18,452	7,697	5,989	3,554	722	194	213	93		18,446	7,789	5,742	3,618	764	118	301	333	4,550
2	23,099	7,299	9,569	4,276	1,553	204	84	110		23,035	7,152	9,723	4,173	1,328	151	136	685	3,933
3	20,108	5,984	7,800	4,135	1,697	216	185	99		20,115	6,278	7,536	3,938	1,497	160	232	694	3,704
4	16,984	6,397	4,932	3,971	1,244	70	37	322		16,994	6,091	5,051	3,888	1,389	91	40	492	4,162
5	16,428	6,962	4,030	4,240	1,128	20	0	60		16,438	6,970	3,825	4,143	1,094	40	0	501	4,179
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

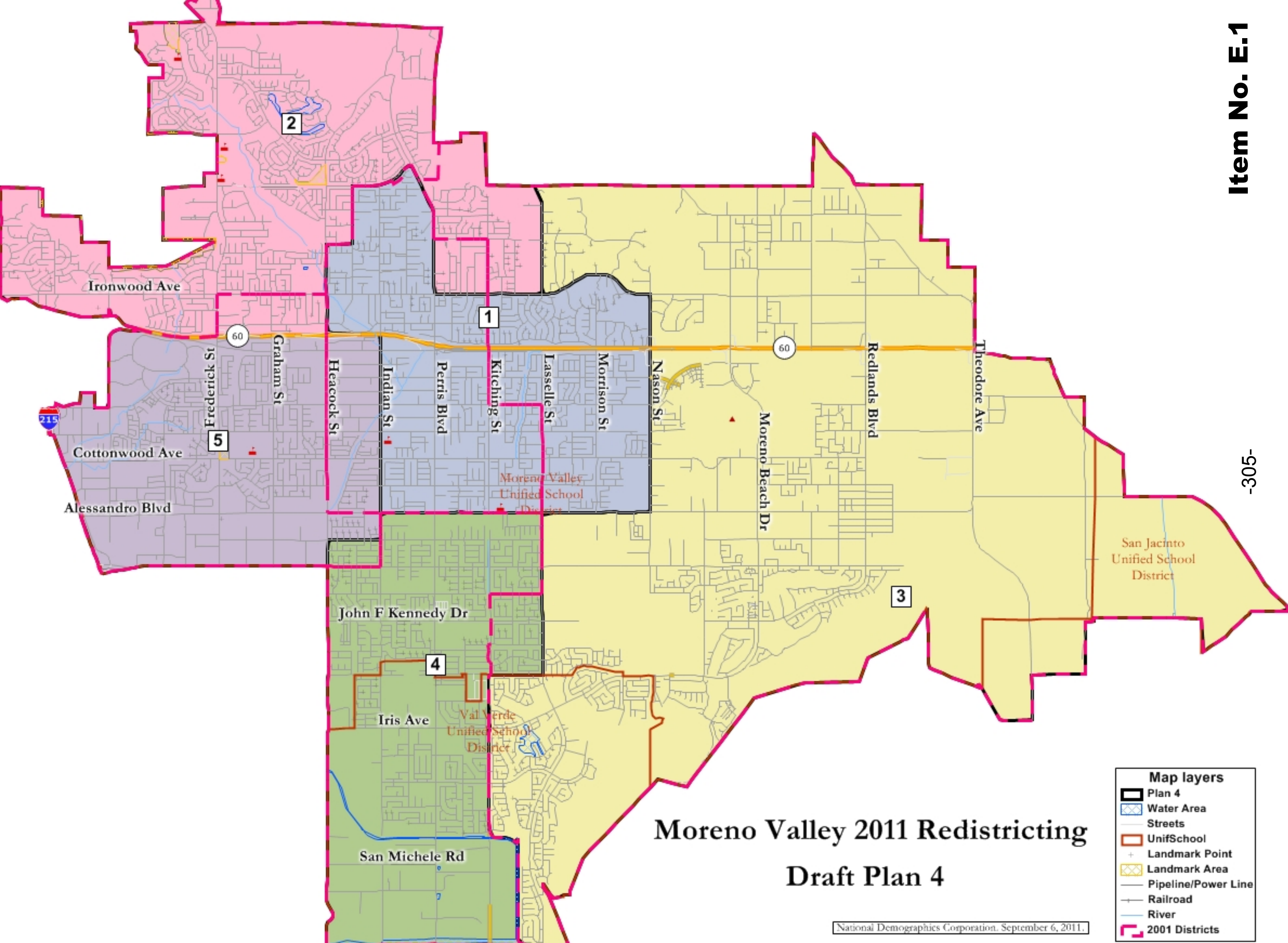
Plan 3	% NH							
	% Hisp.	% Wht	% DOJ Blk	% DOJ Ind	% DOJ Asn	% DOJ Hwn	% DOJ Oth	% DOJ OthMR
1	62.1%	15.8%	15.6%	0.5%	4.5%	0.5%	0.2%	0.8%
2	45.2%	27.4%	19.0%	0.5%	6.2%	0.5%	0.2%	1.0%
3	44.5%	25.0%	18.5%	0.6%	9.5%	0.5%	0.4%	1.0%
4	56.6%	13.7%	20.7%	0.4%	6.8%	0.6%	0.2%	0.9%
5	63.5%	12.7%	16.0%	0.4%	5.6%	0.8%	0.2%	0.9%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 3	% NH								% Asn				% Asn +			
	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	+ Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	57.2%	19.8%	15.7%	0.5%	5.3%	0.6%	0.2%	0.7%	39.0%	1.3%	1.2%	2.5%	34.8%	1.0%	1.2%	2.2%
2	40.8%	31.6%	18.4%	0.6%	6.9%	0.5%	0.2%	0.9%	28.3%	1.8%	1.5%	3.3%	24.4%	1.5%	1.3%	2.8%
3	40.3%	29.0%	18.3%	0.6%	10.2%	0.4%	0.4%	0.8%	28.8%	2.2%	1.6%	3.8%	24.2%	1.7%	1.4%	3.1%
4	52.9%	16.6%	20.6%	0.4%	7.9%	0.6%	0.3%	0.7%	37.6%	2.0%	2.1%	4.1%	34.6%	1.7%	1.7%	3.5%
5	58.6%	15.9%	16.5%	0.4%	6.9%	0.7%	0.2%	0.8%	42.0%	2.0%	1.6%	3.6%	38.5%	1.6%	1.6%	3.2%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Plan 3	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	72.1%	41.7%	32.5%	19.3%	3.9%	1.1%	1.2%	0.5%	0.7%	72.0%	42.2%	31.1%	19.6%	4.1%	0.6%	1.6%	1.8%	24.7%
2	84.1%	31.6%	41.4%	18.5%	6.7%	0.9%	0.4%	0.5%	0.9%	83.9%	31.0%	42.2%	18.1%	5.8%	0.7%	0.6%	3.0%	17.1%
3	74.3%	29.8%	38.8%	20.6%	8.4%	1.1%	0.9%	0.5%	0.5%	74.4%	31.2%	37.5%	19.6%	7.4%	0.8%	1.2%	3.5%	18.4%
4	66.3%	37.7%	29.0%	23.4%	7.3%	0.4%	0.2%	1.9%	0.9%	66.3%	35.8%	29.7%	22.9%	8.2%	0.5%	0.2%	2.9%	24.5%
5	65.4%	42.4%	24.5%	25.8%	6.9%	0.1%	0.0%	0.4%	0.4%	65.4%	42.4%	23.3%	25.2%	6.7%	0.2%	0.0%	3.0%	25.4%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%

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Moreno Valley 2011 Redistricting Draft Plan 4

National Demographics Corporation, September 6, 2011.

- | Map layers | |
|------------|---------------------|
| | Plan 4 |
| | Water Area |
| | Streets |
| | UnifSchool |
| | Landmark Point |
| | Landmark Area |
| | Pipeline/Power Line |
| | Railroad |
| | River |
| | 2001 Districts |

Plan 4	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				DOJ	NH DOJ	DOJ	DOJ	DOJ	DOJ		
				Hisp	NH Wht	Blk	Ind	Asn	Hwn	Oth	OthMR
1	39,432	759	1.96%	22,992	6,950	6,124	238	2,424	245	116	343
2	38,504	-169	-0.44%	17,139	10,822	7,282	195	2,457	153	73	383
3	38,660	-13	-0.03%	16,306	8,580	8,980	174	3,856	221	133	410
4	38,349	-324	-0.84%	24,225	5,478	6,109	146	1,836	209	80	266
5	38,420	-253	-0.65%	24,507	4,743	6,233	160	2,059	272	78	368
Total	193,365	1,083	2.80%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 4	NH18+										Asn +								
	H18+ Pop	NH18+ Wht	NH18+ Blk	NH18+ Ind	NH18+ Asn	NH18+ Hwn	NH18+ Oth	NH18+ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.	
1	26,716	14,305	5,687	4,247	179	1,850	171	76	201	14,148	5,169	253	202	455	6,624	2,147	103	92	195
2	27,370	11,030	8,847	5,009	154	1,926	105	51	248	17,082	4,746	315	241	556	8,816	2,088	126	107	233
3	26,804	10,265	6,978	6,049	127	2,923	147	102	213	15,252	4,297	327	314	641	7,612	1,834	141	124	265
4	25,316	14,911	4,507	4,005	104	1,437	136	49	167	12,561	5,215	183	192	375	5,632	2,124	63	86	149
5	24,663	14,498	3,844	4,121	118	1,663	171	54	194	10,876	4,533	222	168	390	4,260	1,619	70	65	135
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Plan 4	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP		Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	19,737	7,531	6,692	4,114	1,046	74	207	75		19,976	7,550	6,862	3,862	1,016	74	298	489	4,255
2	23,489	7,326	9,744	4,408	1,453	244	230	80		23,165	7,066	9,726	4,305	1,284	148	214	745	3,905
3	18,372	5,322	6,665	4,023	1,911	179	42	238		19,033	5,901	6,802	4,041	1,663	157	137	577	3,698
4	17,602	7,513	5,175	3,542	954	187	41	186		17,113	7,174	4,653	3,636	1,119	165	59	451	4,802
5	15,871	6,646	4,045	4,090	981	20	0	105		15,740	6,589	3,834	3,916	990	16	0	444	3,869
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Plan 4	% NH		% NH		% NH		% NH	
	% Hisp.	Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ OthMR
1	58.3%	17.6%	15.5%	0.6%	6.1%	0.6%	0.3%	0.9%
2	44.5%	28.1%	18.9%	0.5%	6.4%	0.4%	0.2%	1.0%
3	42.2%	22.2%	23.2%	0.5%	10.0%	0.6%	0.3%	1.1%
4	63.2%	14.3%	15.9%	0.4%	4.8%	0.5%	0.2%	0.7%
5	63.8%	12.3%	16.2%	0.4%	5.4%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

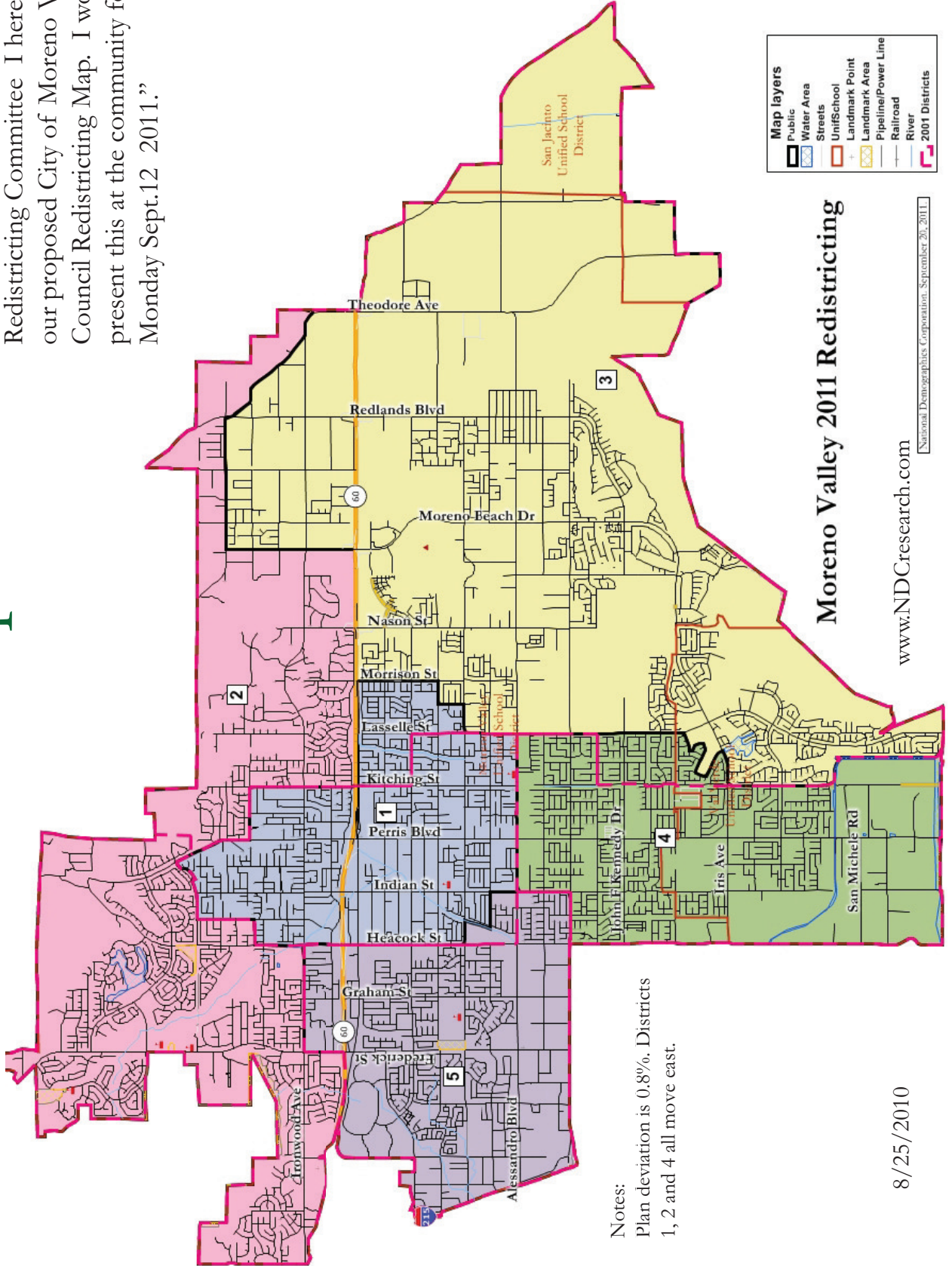
Plan 4	% NH18+		% NH18+		% NH18+		% NH18+		% Asn		% Asn +					
	% H18+ Pop	Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	+ Fil. Reg.	Hispanic Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	53.5%	21.3%	15.9%	0.7%	6.9%	0.6%	0.3%	0.8%	36.5%	1.8%	1.4%	3.2%	32.4%	1.6%	1.4%	2.9%
2	40.3%	32.3%	18.3%	0.6%	7.0%	0.4%	0.2%	0.9%	27.8%	1.8%	1.4%	3.3%	23.7%	1.4%	1.2%	2.6%
3	38.3%	26.0%	22.6%	0.5%	10.9%	0.5%	0.4%	0.8%	28.2%	2.1%	2.1%	4.2%	24.1%	1.9%	1.6%	3.5%
4	58.9%	17.8%	15.8%	0.4%	5.7%	0.5%	0.2%	0.7%	41.5%	1.5%	1.5%	3.0%	37.7%	1.1%	1.5%	2.6%
5	58.8%	15.6%	16.7%	0.5%	6.7%	0.7%	0.2%	0.8%	41.7%	2.0%	1.5%	3.6%	38.0%	1.6%	1.5%	3.2%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Plan 4	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	73.9%	38.2%	33.9%	20.8%	5.3%	0.4%	1.0%	0.4%	74.8%	37.8%	34.4%	19.3%	5.1%	0.4%	1.5%	2.4%	21.3%	
2	85.8%	31.2%	41.5%	18.8%	6.2%	1.0%	1.0%	0.3%	84.6%	30.5%	42.0%	18.6%	5.5%	0.6%	0.9%	3.2%	16.9%	
3	68.5%	29.0%	36.3%	21.9%	10.4%	1.0%	0.2%	1.3%	71.0%	31.0%	35.7%	21.2%	8.7%	0.8%	0.7%	3.0%	19.4%	
4	69.5%	42.7%	29.4%	20.1%	5.4%	1.1%	0.2%	1.1%	67.6%	41.9%	27.2%	21.2%	6.5%	1.0%	0.3%	2.6%	28.1%	
5	64.4%	41.9%	25.5%	25.8%	6.2%	0.1%	0.0%	0.7%	63.8%	41.9%	24.4%	24.9%	6.3%	0.1%	0.0%	2.8%	24.6%	
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%	

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Public Plan 1 Map

Submitter's comment:
 "On behalf of The 2011 Moreno Valley Redistricting Committee I here by submit our proposed City of Moreno Valley City Council Redistricting Map. I would like to present this at the community forum on Monday Sept.12 2011."



Notes:
 Plan deviation is 0.8%. Districts 1, 2 and 4 all move east.

Moreno Valley 2011 Redistricting

www.NDCresearch.com

National Demographics Corporation, September 20, 2011

8/25/2010

Public Plan 1 Counts

Public Plan 1	Tot. Pop.	Dev.	% Dev.	NH			NH			NH		
				Hisp	NH Wht	Blk	DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ
1	38,685	12	0.03%	23,712	6,169	6,086	235	1,807	263	107	306	
2	38,631	-42	-0.11%	17,160	11,789	6,297	204	2,601	136	79	365	
3	38,546	-127	-0.33%	16,453	7,992	8,906	165	4,260	215	123	432	
4	38,854	181	0.47%	24,316	5,555	6,395	154	1,850	208	96	280	
5	38,649	-24	-0.06%	23,528	5,068	7,044	155	2,114	278	75	387	
Total	193,365	308	0.80%	105,169	36,573	34,728	913	12,632	1,100	480	1,770	
Ideal	38,673											

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Public Plan 1	18+ Pop	H18+ Pop	NH18+ Wht			NH18+ Blk			NH18+ Ind			NH18+ Hwn			NH18+ Oth			Asn + Fil. Reg.			Tot. Vote.			Asn + Fil. Vote.								
			Pop	Wht	Blk	Ind	Hwn	Oth	Pop	Wht	Blk	Ind	Hwn	Oth	Pop	Wht	Blk	Ind	Hwn	Oth	Reg.	Asn. Reg.	Fil. Reg.	Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	
1	25,777	14,469	5,103	4,068	126	1,335	167	68											167	335	168	12,624	4,773	1,890	64	74	138	5,595	1,890	64	74	138
2	27,903	11,205	9,673	4,305	90	1,821	81	44											255	615	360	18,301	5,126	2,312	158	119	277	9,821	2,312	158	119	277
3	26,476	10,311	6,414	5,842	80	3,012	119	69											322	687	365	14,775	4,265	1,804	150	131	281	7,217	1,804	150	131	281
4	25,685	14,981	4,573	4,106	66	1,369	132	56											203	382	179	12,841	5,267	2,149	61	87	148	5,789	2,149	61	87	148
5	25,028	14,043	4,100	4,508	69	1,564	169	39											170	398	228	11,378	4,529	1,657	70	63	133	4,522	1,657	70	63	133
Total	130,869	65,009	29,863	22,829	431	9,101	668	276	0										1,117	2,417	1,300	69,919	23,960	9,812	503	474	977	32,944	9,812	503	474	977

Public Plan 1	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH			NH			Total CVAP		
									CVAP	Asn	Fil	CVAP	Asn	Fil	CVAP	Asn	Fil
1	18,639	7,302	6,163	3,870	879	63	257	106	18,593	7,303	6,148	3,719	852	66	318	401	4,197
2	23,818	7,443	10,480	3,987	1,465	264	104	76	23,554	7,327	10,317	3,856	1,290	143	122	768	4,234
3	17,580	5,143	5,943	4,075	1,960	171	58	242	18,540	5,664	6,414	4,109	1,705	143	157	553	3,577
4	17,920	7,553	5,374	3,584	989	187	41	186	17,308	7,144	4,792	3,659	1,165	161	61	438	4,772
5	17,114	6,897	4,360	4,661	1,052	20	60	75	17,033	6,843	4,206	4,418	1,060	46	50	546	3,747
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

American Community Survey (ACS)
 Special Tabulation

Public Plan 1 Percentages

Public Plan 1	% NH		% NH		% NH		% NH		% NH		% NH	
	% Hisp.	Wh	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ MR	DOJ Oth	DOJ MR	DOJ Oth	DOJ MR
1	61.3%	15.9%	15.7%	0.6%	4.7%	0.7%	0.3%	0.8%				
2	44.4%	30.5%	16.3%	0.5%	6.7%	0.4%	0.2%	0.9%				
3	42.7%	20.7%	23.1%	0.4%	11.1%	0.6%	0.3%	1.1%				
4	62.6%	14.3%	16.5%	0.4%	4.8%	0.5%	0.2%	0.7%				
5	60.9%	13.1%	18.2%	0.4%	5.5%	0.7%	0.2%	1.0%				
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%				

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Public Plan 1	% H18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+	
	Pop	Wh	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ MR	DOJ Oth	DOJ MR	DOJ Oth	DOJ MR	DOJ Oth	DOJ MR	DOJ Oth	DOJ MR
1	56.1%	19.8%	15.8%	0.5%	5.2%	0.6%	0.3%	0.0%								
2	40.2%	34.7%	15.4%	0.3%	6.5%	0.3%	0.2%	0.0%								
3	38.9%	24.2%	22.1%	0.3%	11.4%	0.4%	0.3%	0.0%								
4	58.3%	17.8%	16.0%	0.3%	5.3%	0.5%	0.2%	0.0%								
5	56.1%	16.4%	18.0%	0.3%	6.2%	0.7%	0.2%	0.0%								
Total	49.7%	22.8%	17.4%	0.3%	7.0%	0.5%	0.2%	0.0%								

Public Plan 1	% Hisp.		% Asn.		% Fil.		% Asn +		% Hisp.		% Asn.		% Fil.		% Asn + Fil.	
	Reg.	CVAP	Reg.	CVAP	Reg.	CVAP	Reg.	CVAP	Reg.	CVAP	Reg.	CVAP	Reg.	CVAP	Reg.	CVAP
1	37.8%	33.8%	1.3%	1.3%	1.3%	2.7%	2.7%	2.7%	33.8%	1.1%	1.3%	1.3%	1.3%	2.5%	2.5%	2.5%
2	28.0%	23.5%	2.0%	1.4%	1.4%	3.4%	3.4%	3.4%	23.5%	1.6%	1.2%	1.2%	1.2%	2.8%	2.8%	2.8%
3	28.9%	25.0%	2.5%	2.2%	2.2%	4.6%	4.6%	4.6%	25.0%	2.1%	1.8%	1.8%	1.8%	3.9%	3.9%	3.9%
4	41.0%	37.1%	1.4%	1.6%	1.6%	3.0%	3.0%	3.0%	37.1%	1.1%	1.5%	1.5%	1.5%	2.6%	2.6%	2.6%
5	39.8%	36.6%	2.0%	1.5%	1.5%	3.5%	3.5%	3.5%	36.6%	1.5%	1.4%	1.4%	1.4%	2.9%	2.9%	2.9%
Total	34.3%	29.8%	1.9%	1.6%	1.6%	3.5%	3.5%	3.5%	29.8%	1.5%	1.4%	1.4%	1.4%	3.0%	3.0%	3.0%

Public Plan 1	% Total		% Hisp		% NH		% NH		% NH		% NH		% NH		% NH	
	CVAP	CVAP	CVAP	CVAP	Wh	Blk	Ind	Hwn	Asn	MR	Oth	CVAP	CVAP	CVAP	CVAP	CVAP
1	72.3%	39.2%	33.1%	20.8%	4.7%	0.3%	1.4%	0.6%	4.7%	0.3%	1.4%	0.6%	0.6%	0.6%	0.6%	0.6%
2	85.4%	31.3%	44.0%	16.7%	6.1%	1.1%	0.4%	0.3%	6.1%	1.1%	0.4%	0.3%	0.3%	0.3%	0.3%	0.3%
3	66.4%	29.3%	33.8%	23.2%	11.2%	1.0%	0.3%	1.4%	11.2%	1.0%	0.3%	1.4%	1.4%	1.4%	1.4%	1.4%
4	69.8%	42.1%	30.0%	20.0%	5.5%	1.0%	0.2%	1.0%	5.5%	1.0%	0.2%	1.0%	1.0%	1.0%	1.0%	1.0%
5	68.4%	40.3%	25.5%	27.2%	6.1%	0.1%	0.4%	0.4%	6.1%	0.1%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	6.7%	0.7%	0.5%	0.7%	0.7%	0.7%	0.7%	0.7%

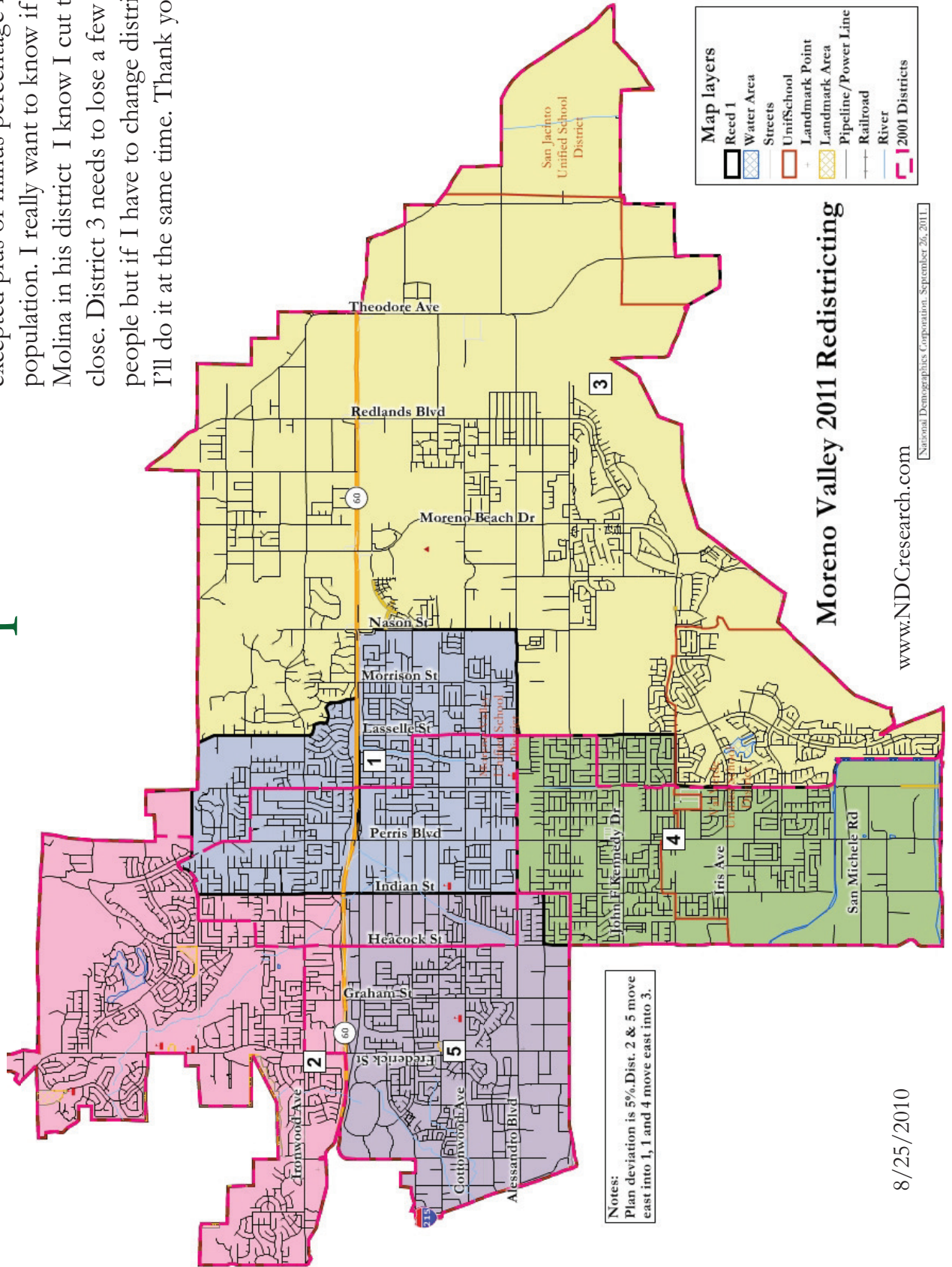
Public Plan 1	% Total		% Hisp		% NH		% NH		% NH		% NH		% NH		% NH	
	CVAP	CVAP	CVAP	CVAP	Wh	Blk	Ind	Hwn	Asn	MR	Oth	CVAP	CVAP	CVAP	CVAP	CVAP
1	72.1%	39.3%	33.1%	20.0%	4.6%	0.4%	1.7%	2.2%	4.6%	0.4%	1.7%	2.2%	2.2%	2.2%	2.2%	2.2%
2	84.4%	31.1%	43.8%	16.4%	5.5%	0.6%	0.5%	3.3%	5.5%	0.6%	0.5%	3.3%	3.3%	3.3%	3.3%	3.3%
3	70.0%	30.6%	34.6%	22.2%	9.2%	0.8%	0.8%	3.0%	9.2%	0.8%	0.8%	3.0%	3.0%	3.0%	3.0%	3.0%
4	67.4%	41.3%	27.7%	21.1%	6.7%	0.9%	0.4%	2.5%	6.7%	0.9%	0.4%	2.5%	2.5%	2.5%	2.5%	2.5%
5	68.1%	40.2%	24.7%	25.9%	6.2%	0.3%	0.3%	3.2%	6.2%	0.3%	0.3%	3.2%	3.2%	3.2%	3.2%	3.2%
Total	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	6.4%	0.6%	0.7%	2.8%	2.8%	2.8%	2.8%	2.8%

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Public Plan 2 Map

Submitter's comment:

“This is my first preliminary map. What is the excepted plus or minus percentage for population. I really want to know if I kept Molina in his district I know I cut that one close. District 3 needs to lose a few more people but if I have to change district 1 anyway I'll do it at the same time. Thank you!”



Moreno Valley 2011 Redistricting

www.NDCresearch.com

National Demographics Corporation, September 26, 2011

8/25/2010

Public Plan 2 Counts

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 W/ht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	Tot. Pop.	Dev.	% Dev.	Hisp			NH W/ht			NH Blk			NH Ind			NH Asn			NH Hwn			NH Oth		
				CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP
1	38,368	-305	-0.79%	22,056	6,878	6,089	224	2,430	238	114	339													
2	38,178	-495	-1.28%	17,347	10,448	7,200	200	2,373	158	73	379													
3	40,050	1,377	3.56%	17,034	9,026	9,097	183	3,934	223	135	418													
4	38,349	-324	-0.84%	24,225	5,478	6,109	146	1,836	209	80	266													
5	38,420	-253	-0.65%	24,507	4,743	6,233	160	2,059	272	78	368													
Total	193,365	1,872	4.84%	105,169	36,573	34,728	913	12,632	1,100	480	1,770													
Ideal	38,673																							

Dist.	18+ Pop	H18+ Pop	NH18+ W/ht	NH18+ DOJ	NH18+ Blk	NH18+ Ind	NH18+ Asn	NH18+ Hwn	NH18+ Oth	NH18+ NH18+			NH18+ NH18+			Hisp. Reg.	Asn. Reg.	Asn + Fil. Reg.			Tot. Vote.	Hisp. Vote.	Asn. Vote.	Asn + Fil. Vote.
										DOJ	DOJ	DOJ	DOJ	DOJ	DOJ			DOJ	DOJ	DOJ				
1	26,147	13,808	12,339	5,637	4,140	108	1,716	155	65	14,065	5,063	255	189	444	6,709	2,136	99	88	187	88	187	88	187	
2	26,978	11,071	15,907	8,546	4,778	101	1,698	94	38	16,541	4,653	305	245	550	8,374	2,012	123	107	230	107	230	107	230	
3	27,765	10,721	17,044	7,329	5,987	86	2,790	129	83	15,876	4,496	335	323	658	7,969	1,921	148	128	276	128	276	128	276	
4	25,316	14,911	10,405	4,507	3,918	63	1,355	128	46	12,561	5,215	183	192	375	5,632	2,124	63	86	149	86	149	86	149	
5	24,663	14,498	10,165	3,844	4,006	73	1,542	162	44	10,876	4,533	222	168	390	4,260	1,619	70	65	135	65	135	65	135	
Total	130,869	65,009	65,860	29,863	22,829	431	9,101	668	276	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977	474	977	474	977	

		Special Tabulation															American Community Survey (ACS)														
Dist.	Total CVAP	Hisp CVAP	NH W/ht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH W/ht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH W/ht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP				
1	19,521	7,384	6,427	4,150	1,008	111	375	68	19,545	7,245	6,574	3,837	1,064	79	399	518	4,175	19,545	7,245	6,574	3,837	1,064	79	399	518	4,175					
2	22,818	7,229	9,534	4,304	1,397	206	62	81	22,790	7,072	9,674	4,231	1,203	143	113	673	3,846	22,790	7,072	9,674	4,231	1,203	143	113	673	3,846					
3	19,259	5,566	7,139	4,091	2,004	180	42	244	19,840	6,200	7,142	4,139	1,696	157	137	620	3,836	19,840	6,200	7,142	4,139	1,696	157	137	620	3,836					
4	17,602	7,513	5,175	3,542	954	187	41	186	17,113	7,174	4,653	3,636	1,119	165	59	451	4,802	17,113	7,174	4,653	3,636	1,119	165	59	451	4,802					
5	15,871	6,646	4,045	4,090	981	20	0	105	15,740	6,589	3,834	3,916	990	16	0	444	3,869	15,740	6,589	3,834	3,916	990	16	0	444	3,869					
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528					

Public Plan 2 Percentages

Dist.	% NH		% NH		% NH		% NH		% NH		% NH	
	Wht	DOJ	Blk	DOJ	Ind	DOJ	Asn	Hwn	DOJ	Oth	MR	Oth
1	57.5%	17.9%	15.9%	0.6%	0.6%	6.3%	0.3%	0.3%	0.9%			
2	45.4%	27.4%	18.9%	0.5%	0.4%	6.2%	0.2%	0.2%	1.0%			
3	42.5%	22.5%	22.7%	0.5%	0.6%	9.8%	0.3%	0.3%	1.0%			
4	63.2%	14.3%	15.9%	0.4%	0.5%	4.8%	0.2%	0.2%	0.7%			
5	63.8%	12.3%	16.2%	0.4%	0.7%	5.4%	0.2%	0.2%	1.0%			
Total	54.4%	18.9%	18.0%	0.5%	0.6%	6.5%	0.2%	0.2%	0.9%			

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% H18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+	
	Pop	Wht	DOJ	Blk	DOJ	Ind	DOJ	Asn	Hwn	DOJ	Oth	MR	Oth	MR	Oth	MR
1	52.8%	47.2%	21.6%	15.8%	0.4%	0.4%	6.6%	0.6%	0.2%							
2	41.0%	59.0%	31.7%	17.7%	0.4%	0.3%	6.3%	0.3%	0.1%							
3	38.6%	61.4%	26.4%	21.6%	0.3%	10.0%	0.5%	0.3%								
4	58.9%	41.1%	17.8%	15.5%	0.2%	5.4%	0.5%	0.2%								
5	58.8%	41.2%	15.6%	16.2%	0.3%	6.3%	0.7%	0.2%								
Total	49.7%	50.3%	22.8%	17.4%	0.3%	7.0%	0.5%	0.2%								

Dist.	% Total		% Hisp		% NH		% NH		% NH		% NH		% NH		% NH		% NH	
	CVAP	CVAP	CVAP	CVAP	Wht	Blk	CVAP	CVAP	Wht	Blk	CVAP	CVAP	Wht	Blk	CVAP	CVAP	Wht	Blk
1	74.7%	37.8%	32.9%	21.3%	32.9%	5.2%	0.6%	1.9%	0.3%									
2	84.6%	31.7%	41.8%	18.9%	42.4%	18.6%	5.3%	0.6%	0.5%									
3	69.4%	28.9%	37.1%	21.2%	36.0%	20.9%	8.5%	0.8%	0.7%									
4	69.5%	42.7%	29.4%	20.1%	27.2%	21.2%	6.5%	1.0%	0.3%									
5	64.4%	41.9%	25.5%	25.8%	24.4%	24.9%	6.3%	0.1%	0.0%									
Total	72.6%	36.1%	34.0%	21.2%	33.5%	20.8%	6.4%	0.6%	0.7%									

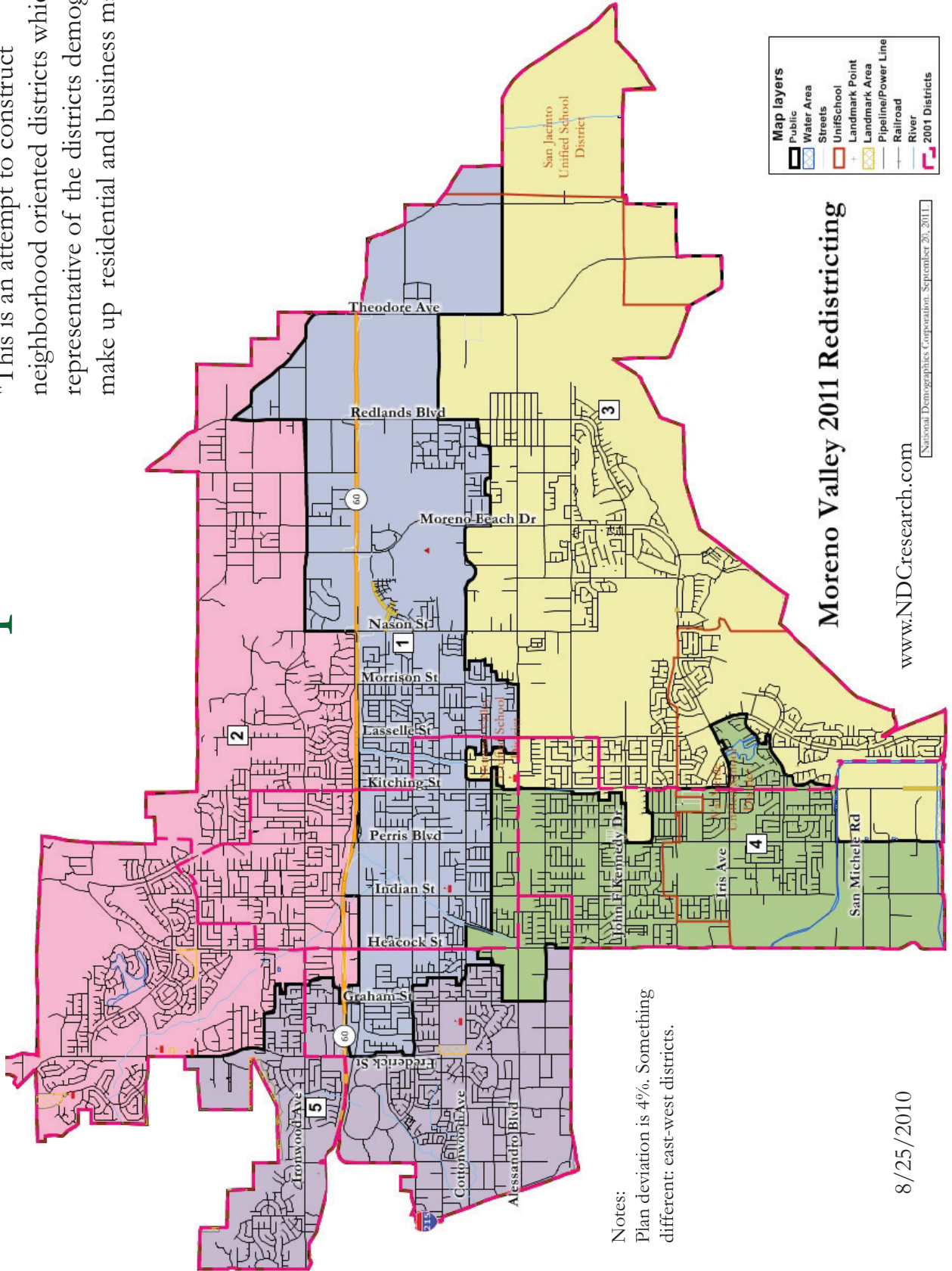
American Community Survey (ACS)

Special Tabulation

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Public Plan 3 Map

Submitter's comment:
 "This is an attempt to construct neighborhood oriented districts which is representative of the districts demographic make up residential and business makeups."



Notes:
 Plan deviation is 4%. Something different: east-west districts.

8/25/2010

www.NDCresearch.com

National Demographics Corporation, September 20, 2011

Moreno Valley 2011 Redistricting

Public Plan 3 Counts

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Public Plan 3	Tot. Pop.	Dev.	% Dev.	Hisp			NH Wht			NH18+ NH18+ NH18+			NH18+ NH18+ NH18+			NH			NH			
				DOJ	Blk	Ind	DOJ	Blk	Ind	DOJ	Blk	Ind	DOJ	Blk	Ind	DOJ	Blk	Ind	DOJ	Blk	Ind	DOJ
1	38,760	87	0.22%	22,987	5,972	190	2,562	246	119	341												
2	39,395	722	1.87%	18,170	11,823	242	2,288	194	81	367												
3	37,987	-686	-1.77%	18,009	7,231	182	3,318	234	131	371												
4	38,661	-12	-0.03%	24,051	5,216	144	2,068	218	73	297												
5	38,562	-111	-0.29%	21,952	6,331	155	2,396	208	76	394												
Total	193,365	1,408	3.64%	105,169	36,573	913	12,632	1,100	480	1,770												
Ideal	38,673																					

Public Plan 3	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ Blk	NH18+ DOJ	NH18+ Ind	NH18+ Asn	NH18+ Hwn	NH18+ Oth	NH18+ DOJ	NH18+ Ind	NH18+ Asn	NH18+ Hwn	NH18+ Oth	Total Reg.	Hisp. Reg.	Asn. Reg.	Asn + Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Asn + Fil. Vote.	
																								Asn + Fil. Vote.
1	25,911	14,077	4,888	4,408	153	1,964	156	83	182	182	156	83	182	182	12,727	4,747	199	217	416	5,757	1,918	74	104	178
2	28,269	11,696	9,758	4,407	188	1,792	136	55	237	237	136	55	237	237	18,428	5,207	333	222	555	10,001	2,335	156	106	262
3	25,702	11,172	5,845	5,591	128	2,532	154	89	191	191	154	89	191	191	14,061	4,471	304	252	556	6,661	1,866	129	97	226
4	25,399	14,753	4,232	4,353	97	1,589	140	50	185	185	140	50	185	185	12,187	5,021	188	211	399	5,373	2,012	68	86	154
5	25,588	13,311	5,140	4,672	116	1,922	144	55	228	228	144	55	228	228	12,516	4,514	276	215	491	5,152	1,681	76	81	157
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	1,023	730	332	1,023	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Public Plan 3	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	American Community Survey (ACS)																
										Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	
1	17,990	6,679	5,739	4,126	1,135	106	119	97	17,877	6,691	5,524	4,009	1,076	103	131	469	4,044									
2	23,834	7,567	10,157	4,348	1,236	224	230	62	23,763	7,543	10,086	4,209	1,064	87	305	770	3,990									
3	18,061	5,861	5,780	4,115	2,025	97	60	142	18,126	6,107	5,733	3,986	1,819	96	139	454	3,939									
4	16,950	7,324	4,807	3,584	729	193	51	264	16,953	7,062	4,783	3,649	917	167	56	465	4,756									
5	18,235	6,907	5,837	4,003	1,220	85	60	119	18,309	6,878	5,752	3,907	1,196	106	78	548	3,799									
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528									

Public Plan 3 Percentages

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
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Public Plan 3	% Hisp.	% NH Wht	% NH DOJ Blk	% NH DOJ Ind	% NH DOJ Asn	% NH DOJ Hwn	% NH DOJ Oth	% NH DOJ OthMR
1	59.3%	15.4%	16.4%	0.5%	6.6%	0.6%	0.3%	0.9%
2	46.1%	30.0%	15.8%	0.6%	5.8%	0.5%	0.2%	0.9%
3	47.4%	19.0%	22.4%	0.5%	8.7%	0.6%	0.3%	1.0%
4	62.2%	13.5%	17.1%	0.4%	5.3%	0.6%	0.2%	0.8%
5	56.9%	16.4%	18.3%	0.4%	6.2%	0.5%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

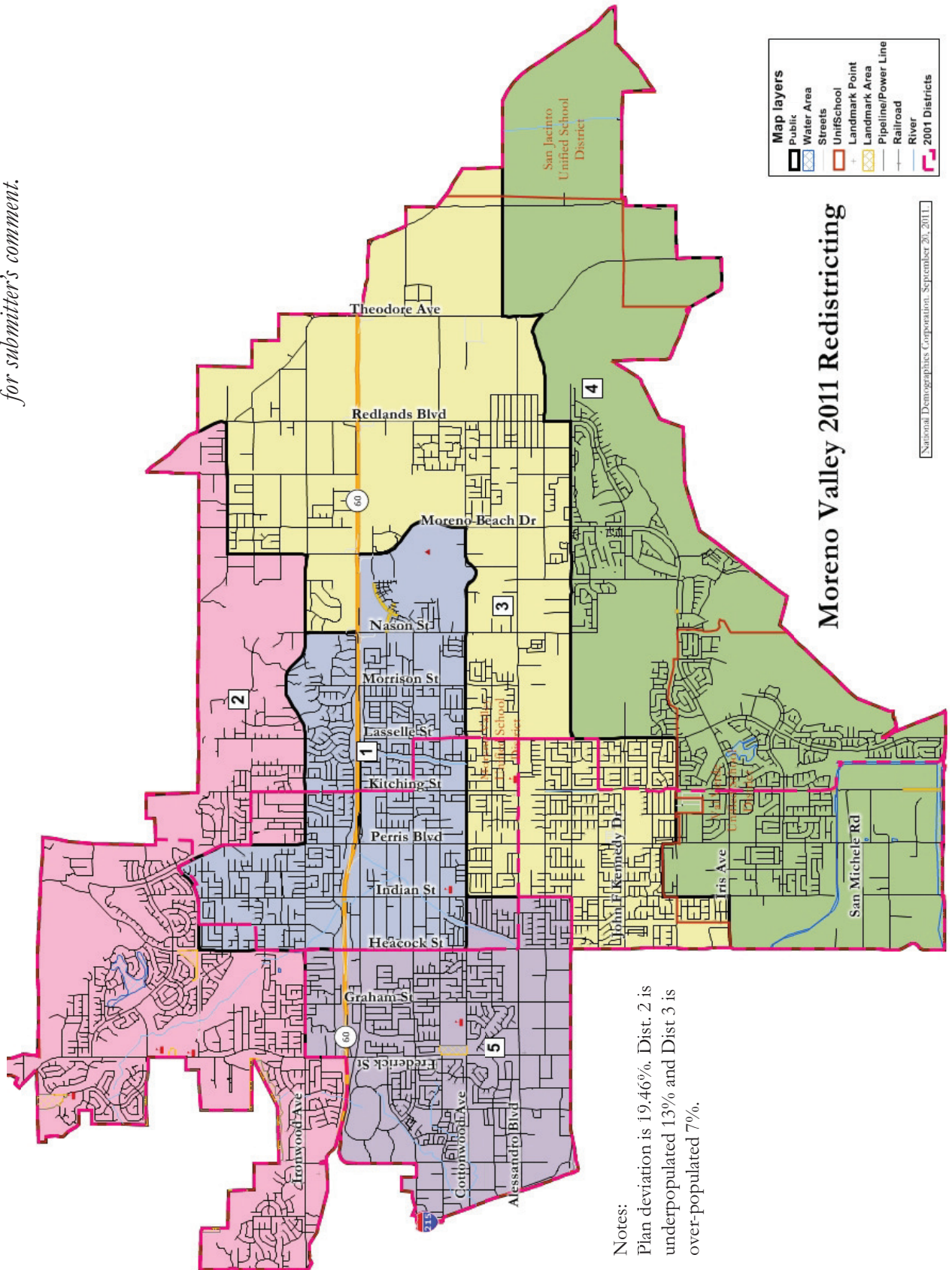
Public Plan 3	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	54.3%	18.9%	17.0%	0.6%	7.6%	0.6%	0.3%	0.7%	37.3%	1.6%	1.7%	3.3%	33.3%	1.3%	1.8%	3.1%
2	41.4%	34.5%	15.6%	0.7%	6.3%	0.5%	0.2%	0.8%	28.3%	1.8%	1.2%	3.0%	23.3%	1.6%	1.1%	2.6%
3	43.5%	22.7%	21.8%	0.5%	9.9%	0.6%	0.3%	0.7%	31.8%	2.2%	1.8%	4.0%	28.0%	1.9%	1.5%	3.4%
4	58.1%	16.7%	17.1%	0.4%	6.3%	0.6%	0.2%	0.7%	41.2%	1.5%	1.7%	3.3%	37.4%	1.3%	1.6%	2.9%
5	52.0%	20.1%	18.3%	0.5%	7.5%	0.6%	0.2%	0.9%	36.1%	2.2%	1.7%	3.9%	32.6%	1.5%	1.6%	3.0%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Public Plan 3	Special Tabulation										American Community Survey (ACS)									
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Ind CVAP	% NH Asn CVAP	% NH Hwn CVAP	% NH Oth CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% Wht CVAP	% NH Blk CVAP	% NH Ind CVAP	% NH Asn CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	
1	69.4%	37.1%	31.9%	22.9%	6.3%	0.6%	0.7%	0.5%	0.8%	69.0%	37.4%	30.9%	22.4%	6.0%	0.6%	0.7%	2.6%	22.6%		
2	84.3%	31.8%	42.6%	18.2%	5.2%	0.9%	1.0%	0.3%	0.3%	84.1%	31.7%	42.4%	17.7%	4.5%	0.4%	1.3%	3.2%	16.8%		
3	70.3%	32.4%	32.0%	22.8%	11.2%	0.5%	0.3%	0.8%	0.8%	70.5%	33.7%	31.6%	22.0%	10.0%	0.5%	0.8%	2.5%	21.7%		
4	66.7%	43.2%	28.4%	21.1%	4.3%	1.1%	0.3%	1.6%	0.7%	66.7%	41.7%	28.2%	21.5%	5.4%	1.0%	0.3%	2.7%	28.1%		
5	71.3%	37.9%	32.0%	22.0%	6.7%	0.5%	0.3%	0.7%	0.7%	71.6%	37.6%	31.4%	21.3%	6.5%	0.6%	0.4%	3.0%	20.8%		
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%		

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Public Plan 4

See letter from Mr. Bleckert
for submitter's comment.



Notes:
Plan deviation is 19.46%. Dist. 2 is underpopulated 13% and Dist 3 is over-populated 7%.

Moreno Valley 2011 Redistricting

National Demographics Corporation, September 20, 2011

Public Plan 4 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	NH			NH			NH		
				Hisp	NH Wht	NH Blk	DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ
1	40,047	1,374	3.55%	23,337	7,050	6,329	250	2,368	232	124	357	
2	33,724	-4,949	-12.80%	14,620	10,386	5,657	164	2,372	131	63	331	
3	41,248	2,575	6.66%	24,589	7,521	6,126	195	2,173	221	111	312	
4	38,875	202	0.52%	18,585	6,434	9,430	143	3,571	226	105	381	
5	39,471	798	2.06%	24,038	5,182	7,186	161	2,148	290	77	389	
Total	193,365	7,524	19.46%	105,169	36,573	34,728	913	12,632	1,100	480	1,770	
Ideal	38,673											

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	H18+			NH18+			NH18+			NH18+			Asn +					
		Pop	Wht	% Dev.	DOJ	NH18+ Blk	NH18+ Ind	DOJ	NH18+ Asn	NH18+ OthMR	DOJ	NH18+ Hwn	NH18+ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn. Vote.	Hisp. Vote.
1	26,947	14,318	5,756	4,389	197	1,829	163	88	207	13,735	4,894	222	210	432	6,321	1,989	89	97	186
2	24,509	9,568	8,590	4,008	127	1,864	94	45	213	16,118	4,379	309	237	546	8,645	1,982	123	107	230
3	27,723	15,215	6,242	4,051	138	1,681	147	73	176	14,598	5,649	180	208	388	6,856	2,312	74	94	168
4	26,123	11,558	5,081	6,248	99	2,706	147	75	209	13,868	4,432	353	290	643	6,512	1,844	141	112	253
5	25,567	14,350	4,194	4,735	121	1,719	179	51	218	11,600	4,606	236	172	408	4,610	1,685	76	64	140
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Special Tabulation														American Community Survey (ACS)									
Dist.	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	NH				
																			Asn	Fil.			
1	19,662	7,428	6,706	4,165	1,038	61	139	121	19,682	7,373	6,817	3,899	959	75	235	541	3,961						
2	21,021	6,314	9,283	3,563	1,366	253	170	69	20,718	6,250	9,027	3,536	1,212	131	164	640	3,722						
3	19,409	7,563	6,876	3,308	1,128	290	104	145	19,422	7,719	6,225	3,687	1,149	216	172	475	5,031						
4	17,606	6,007	5,015	4,436	1,752	80	47	274	17,863	5,951	5,512	4,174	1,665	91	88	498	3,974						
5	17,373	7,026	4,440	4,704	1,061	20	60	75	17,343	6,988	4,295	4,464	1,087	46	50	552	3,839						
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528						

Public Plan 4 Percentages

Dist.	% NH		% NH		% NH		% NH		% NH		% NH	
	Wht	Blk	DOJ	Blk	DOJ	Blk	DOJ	Blk	DOJ	Blk	DOJ	OthMR
1	58.3%	17.6%	15.8%	0.6%	5.9%	0.6%	0.3%	0.9%	0.9%	0.3%	0.9%	0.9%
2	43.4%	30.8%	16.8%	0.5%	7.0%	0.4%	0.2%	1.0%	1.0%	0.2%	1.0%	1.0%
3	59.6%	18.2%	14.9%	0.5%	5.3%	0.5%	0.3%	0.8%	0.8%	0.3%	0.8%	0.8%
4	47.8%	16.6%	24.3%	0.4%	9.2%	0.6%	0.3%	1.0%	1.0%	0.3%	1.0%	1.0%
5	60.9%	13.1%	18.2%	0.4%	5.4%	0.7%	0.2%	1.0%	1.0%	0.2%	1.0%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%	0.9%	0.2%	0.9%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% H18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		
	Pop	Wht	Blk	DOJ	Blk	DOJ	Blk	DOJ	Blk	DOJ	Blk	DOJ	Blk	DOJ	Blk	DOJ	Blk	DOJ	OthMR
1	53.1%	21.4%	16.3%	0.7%	6.8%	0.6%	0.3%	0.8%	0.8%	0.3%	0.3%	0.9%	0.9%	0.3%	0.9%	0.9%	0.3%	0.9%	0.9%
2	39.0%	35.0%	16.4%	0.5%	7.6%	0.4%	0.2%	0.9%	0.9%	0.2%	0.2%	0.9%	0.9%	0.2%	0.9%	0.9%	0.2%	0.9%	0.9%
3	54.9%	22.5%	14.6%	0.5%	6.1%	0.5%	0.3%	0.6%	0.6%	0.3%	0.3%	0.6%	0.6%	0.3%	0.6%	0.6%	0.3%	0.6%	0.6%
4	44.2%	19.5%	23.9%	0.4%	10.4%	0.6%	0.3%	0.8%	0.8%	0.3%	0.3%	0.8%	0.8%	0.3%	0.8%	0.8%	0.3%	0.8%	0.8%
5	56.1%	16.4%	18.5%	0.5%	6.7%	0.7%	0.2%	0.9%	0.9%	0.2%	0.2%	0.9%	0.9%	0.2%	0.9%	0.9%	0.2%	0.9%	0.9%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	0.8%	0.3%	0.3%	0.8%	0.8%	0.3%	0.8%	0.8%	0.3%	0.8%	0.8%

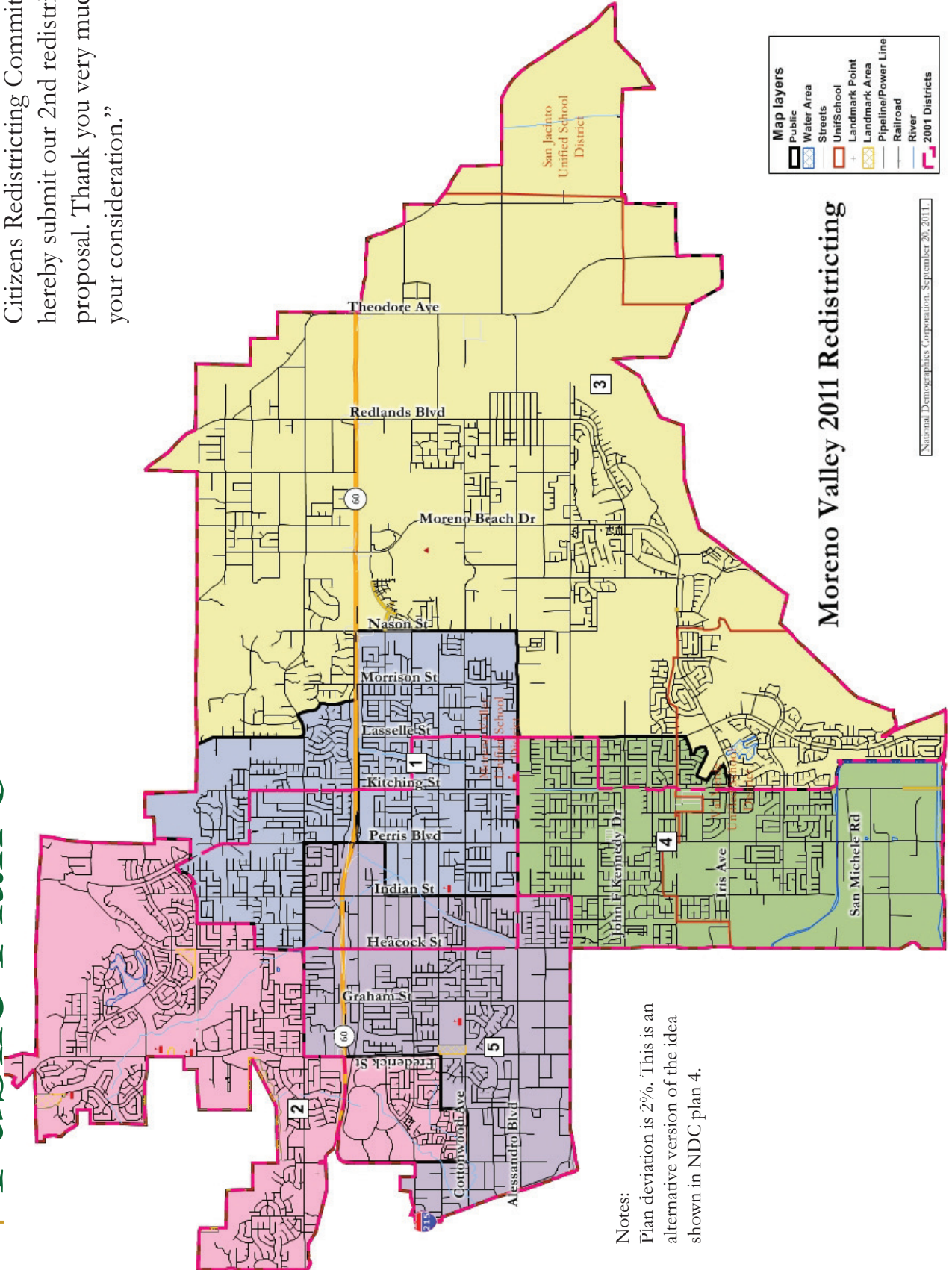
Special Tabulation													American Community Survey (ACS)												
Dist.	% Total		% Hisp		% NH		% NH		% NH		% NH		% NH		% NH		% NH		% NH		% NH				
	CVAP	CVAP	CVAP	CVAP	Blk	CVAP	Blk	CVAP	Blk	CVAP	Blk	CVAP	Blk	CVAP	Blk	CVAP	Blk	CVAP	Blk	CVAP	Blk	CVAP			
1	73.0%	37.8%	34.1%	21.2%	5.3%	0.3%	0.7%	0.6%	0.6%	0.3%	0.3%	0.7%	0.6%	0.3%	0.7%	0.6%	0.3%	0.7%	0.6%	0.3%	0.7%	0.6%			
2	85.8%	30.0%	44.2%	16.9%	6.5%	1.2%	0.8%	0.3%	0.3%	0.8%	1.2%	0.8%	0.3%	0.3%	0.8%	1.2%	0.8%	0.3%	0.3%	0.8%	1.2%	0.8%			
3	70.0%	39.0%	35.4%	17.0%	5.8%	1.5%	0.7%	0.7%	0.7%	1.5%	0.5%	0.7%	0.7%	1.5%	0.5%	0.7%	0.7%	1.5%	0.5%	0.7%	0.7%	1.5%			
4	67.4%	34.1%	28.5%	25.2%	10.0%	0.5%	1.6%	1.6%	1.6%	10.0%	0.5%	1.6%	1.6%	10.0%	0.5%	1.6%	1.6%	10.0%	0.5%	1.6%	1.6%	10.0%			
5	67.9%	40.4%	25.6%	27.1%	6.1%	0.1%	0.4%	0.4%	0.4%	6.1%	0.1%	0.4%	0.4%	6.1%	0.1%	0.4%	0.4%	6.1%	0.1%	0.4%	0.4%	6.1%			
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.7%	0.7%	0.7%	6.7%	0.7%	0.5%	0.7%	0.5%	0.7%	0.5%	0.7%	0.5%	0.7%	0.5%	0.7%	0.5%	0.7%		

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Public Plan 5

Submitter's comment:

“On behalf of the Moreno Valley Citizens Redistricting Committee we hereby submit our 2nd redistricting proposal. Thank you very much for your consideration.”



Notes:
Plan deviation is 2%. This is an alternative version of the idea shown in NDC plan 4.

Map layers

- Public
- Water Area
- Streets
- UnifSchool
- Landmark Point
- Landmark Area
- Pipeline/Power Line
- Railroad
- River
- 2011 Districts

Moreno Valley 2011 Redistricting

National Demographics Corporation, September 26, 2011

Public Plan 5 Counts

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 W/ht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	Tot. Pop.	Dev.	% Dev.	NH			NH			NH		
				Hisp	NH W/ht	Blk	DOJ	NH DOJ	Ind	DOJ	NH DOJ	Asn
1	38,796	123	0.32%	22,173	7,301	5,917	249	2,477	237	117	325	
2	38,840	167	0.43%	17,371	10,226	7,229	177	3,194	140	78	425	
3	38,078	-595	-1.54%	16,012	8,760	8,571	170	3,827	214	120	404	
4	38,679	6	0.02%	24,231	5,519	6,368	154	1,831	203	93	280	
5	38,972	299	0.77%	25,382	4,767	6,643	163	1,303	306	72	336	
Total	193,365	894	2.31%	105,169	36,573	34,728	913	12,632	1,100	480	1,770	
Ideal	38,673											

Dist.	18+ Pop	H18+			NH18+			NH18+			NH18+			NH18+			Asn +					
		Pop	W/ht	NH18+ DOJ	Blk	DOJ	Ind	DOJ	Blk	DOJ	Hwn	DOJ	OthMR	Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn. Vote.	Hisp. Vote.	Fil. Vote.	Asn + Fil. Vote.	
1	26,500	13,877	5,986	4,138	183	1,883	167	76	190				14,308	5,121	276	182	458	6,886	2,164	105	83	188
2	27,581	11,188	8,294	4,997	134	2,536	100	54	278				16,888	4,934	395	297	692	8,450	2,138	140	125	265
3	26,425	10,088	7,100	5,769	129	2,893	141	94	211				15,053	4,243	333	302	635	7,574	1,821	147	122	269
4	25,569	14,932	4,546	4,180	106	1,439	136	57	173				12,785	5,250	179	202	381	5,759	2,139	61	87	148
5	24,794	14,924	3,937	4,347	130	1,048	186	51	171				10,885	4,412	117	134	251	4,275	1,550	50	57	107
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023				69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Dist.	Special Tabulation												American Community Survey (ACS)											
	Total CVAP	Hisp CVAP	NH W/ht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	Total CVAP	Hisp CVAP	NH W/ht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.		
1	19,779	7,397	6,668	4,169	997	110	367	68	19,905	7,285	6,878	3,869	1,055	75	361	545	4,327	6,886	2,164	105	83	188		
2	21,923	6,863	8,885	4,251	1,631	204	0	88	21,807	6,672	8,940	4,182	1,462	121	54	597	3,900	8,450	2,138	140	125	265		
3	18,175	5,147	6,819	3,820	1,931	179	42	244	18,896	5,878	6,847	3,924	1,612	153	135	592	3,636	7,574	1,821	147	122	269		
4	17,825	7,517	5,347	3,560	982	187	41	186	17,229	7,117	4,769	3,639	1,158	160	61	436	4,755	5,759	2,139	61	87	148		
5	17,369	7,414	4,600	4,377	804	23	70	98	17,191	7,328	4,443	4,146	786	50	97	536	4,275	4,275	1,550	50	57	107		
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528	32,944	9,812	503	474	977		

Public Plan 5 Percentages

Dist.	% NH		% NH		% NH		% NH		% NH	
	Wht	Blk	DOJ	Ind	DOJ	Asn	Hwn	DOJ	Oth	DOJ
1	57.2%	18.8%	15.3%	0.6%	6.4%	0.6%	0.3%	0.8%	0.3%	0.8%
2	44.7%	26.3%	18.6%	0.5%	8.2%	0.4%	0.2%	1.1%	0.2%	1.1%
3	42.1%	23.0%	22.5%	0.4%	10.1%	0.6%	0.3%	1.1%	0.3%	1.1%
4	62.6%	14.3%	16.5%	0.4%	4.7%	0.5%	0.2%	0.7%	0.2%	0.7%
5	65.1%	12.2%	17.0%	0.4%	3.3%	0.8%	0.2%	0.9%	0.2%	0.9%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

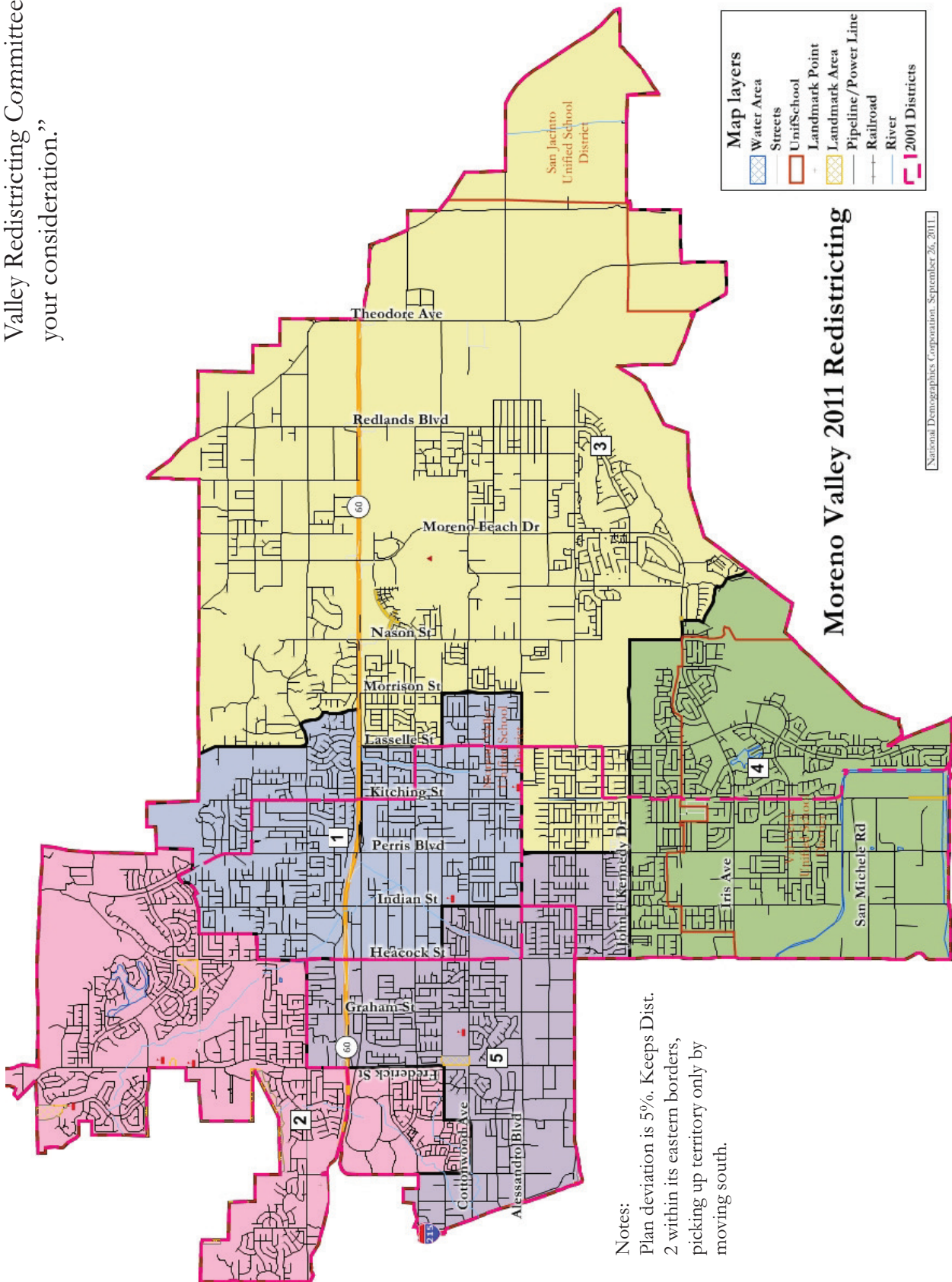
Dist.	% H18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		
	Pop	Wht	Blk	DOJ	Ind	DOJ	Asn	Hwn	DOJ	Oth	MR	CVAP	% Hisp	% Asn	% Fil	% Asn + Reg	% NH	% NH	
1	52.4%	22.6%	15.6%	0.7%	7.1%	0.6%	0.3%	0.7%	0.3%	0.7%	0.3%	0.7%	35.8%	1.9%	1.3%	3.2%	1.5%	1.2%	2.7%
2	40.6%	30.1%	18.1%	0.5%	9.2%	0.4%	0.2%	1.0%	0.2%	1.0%	0.2%	1.0%	29.2%	2.3%	1.8%	4.1%	1.7%	1.5%	3.1%
3	38.2%	26.9%	21.8%	0.5%	10.9%	0.5%	0.4%	0.8%	0.4%	0.8%	0.4%	0.8%	28.2%	2.2%	2.0%	4.2%	1.9%	1.6%	3.6%
4	58.4%	17.8%	16.3%	0.4%	5.6%	0.5%	0.2%	0.7%	0.2%	0.7%	0.2%	0.7%	41.1%	1.4%	1.6%	3.0%	1.1%	1.5%	2.6%
5	60.2%	15.9%	17.5%	0.5%	4.2%	0.8%	0.2%	0.7%	0.2%	0.7%	0.2%	0.7%	40.5%	1.1%	1.2%	2.3%	1.2%	1.3%	2.5%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	0.3%	0.8%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	1.5%	1.4%	3.0%

		American Community Survey (ACS)																			
Dist.		% Total		% Hisp		% Wht		% NH		% Blk		% Asn		% Ind		% Hwn		% NH		% Oth	
		CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP
1	74.6%	37.4%	33.7%	21.1%	5.0%	0.6%	1.9%	0.3%	0.3%	0.6%	0.6%	1.9%	0.3%	0.3%	0.6%	0.6%	1.9%	0.3%	0.3%	0.6%	0.6%
2	79.5%	31.3%	40.5%	19.4%	7.4%	0.9%	0.0%	0.4%	0.4%	0.9%	0.9%	0.0%	0.4%	0.4%	0.9%	0.9%	0.0%	0.4%	0.4%	0.9%	0.9%
3	68.8%	28.3%	37.5%	21.0%	10.6%	1.0%	0.2%	1.3%	1.3%	1.0%	1.0%	0.2%	1.3%	1.3%	1.0%	1.0%	0.2%	1.3%	1.3%	1.0%	1.0%
4	69.7%	42.2%	30.0%	20.0%	5.5%	1.0%	0.2%	1.0%	1.0%	1.0%	1.0%	0.2%	1.0%	1.0%	1.0%	1.0%	0.2%	1.0%	1.0%	1.0%	1.0%
5	70.1%	42.7%	26.5%	25.2%	4.6%	0.1%	0.4%	0.6%	0.6%	0.1%	0.1%	0.4%	0.6%	0.6%	0.1%	0.1%	0.4%	0.6%	0.6%	0.6%	0.6%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	0.7%	0.7%	0.7%	0.5%	0.7%	0.7%	0.7%	0.7%	0.5%	0.7%	0.7%	0.7%	0.7%

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Public Plan 6

Submitter's comment:
 "Plan #3 submitted by the Moreno
 Valley Redistricting Committee for
 your consideration."



Notes:
 Plan deviation is 5%. Keeps Dist.
 2 within its eastern borders,
 picking up territory only by
 moving south.

Moreno Valley 2011 Redistricting

National Demographics Corporation, September 26, 2011

Public Plan 6 Counts

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	Tot. Pop.	Dev.	% Dev.	Hisp			NH Wht			NH Blk			NH Ind			NH Asn			NH Hwn			NH Oth					
				Pop	Wht	Blk	Ind	Asn	Hwn	Oth	DOJ	Blk	Ind	Asn	Hwn	Oth	DOJ	Blk	Ind	Asn	Hwn	Oth	DOJ	Blk	Ind	Asn	Hwn
1	39,125	452	1.17%	23,130	7,227	5,974	249	1,891	232	93	329																
2	38,840	167	0.43%	17,371	10,226	7,229	177	3,194	140	78	425																
3	37,329	-1,344	-3.48%	17,242	8,699	7,090	192	3,433	181	145	347																
4	39,350	677	1.75%	22,220	5,433	8,159	146	2,709	242	97	344																
5	38,721	48	0.12%	25,206	4,988	6,276	149	1,405	305	67	325																
Total	193,365	2,021	5.23%	105,169	36,573	34,728	913	12,632	1,100	480	1,770																
Ideal	38,673																										

Dist.	18+ Pop	H18+ Pop			NH18+ Wht			NH18+ Blk			NH18+ Ind			NH18+ Asn			NH18+ Hwn			NH18+ Oth			NH18+ OthMR			Asn + Fil. Reg.			Asn + Fil. Vote.			
		Pop	Wht	Blk	Ind	Asn	Hwn	Oth	DOJ	Blk	Ind	Asn	Hwn	Oth	DOJ	Blk	Ind	Asn	Hwn	Oth	DOJ	Blk	Ind	Asn	Hwn	Oth	Reg.	Fil.	Vote.	Fil.	Vote.	
1	26,469	14,283	5,959	4,135	186	1,483	169	64	190																	158	386	6,470	2,016	90	67	157
2	27,581	11,188	8,294	4,997	134	2,536	100	54	278																	297	692	8,450	2,138	140	125	265
3	26,008	10,867	7,163	4,822	140	2,600	120	99	197																	257	549	7,727	1,955	120	127	247
4	25,862	13,625	4,319	5,330	104	2,071	157	67	189																	274	526	5,722	1,980	97	100	197
5	24,949	15,046	4,128	4,147	118	1,109	184	48	169																	131	264	4,575	1,723	56	55	111
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023																	1,117	2,417	32,944	9,812	503	474	977

		Special Tabulation															American Community Survey (ACS)																	
Dist.	Total CVAP	NH Wht			NH Blk			NH Asn			NH Ind			NH Hwn			NH MR			NH Oth			NH Hwn			NH MR			NH Oth					
		CVAP	Wht	Blk	Ind	Asn	Hwn	Oth	CVAP	Wht	Blk	Ind	Asn	Hwn	Oth	CVAP	Wht	Blk	Ind	Asn	Hwn	Oth	CVAP	Wht	Blk	Ind	Asn	Hwn	Oth					
1	19,807	7,789	6,724	4,022	732	91	346	102	19,878	7,666	6,935	3,777	806	66	372	512	4,292																	
2	21,923	6,863	8,885	4,251	1,631	204	0	88	21,807	6,672	8,940	4,182	1,462	121	54	597	3,900																	
3	18,999	5,694	7,458	3,615	1,805	250	76	118	18,967	6,241	6,781	3,729	1,538	156	182	533	3,749																	
4	17,132	6,446	4,964	4,021	1,258	70	38	324	17,153	6,145	5,098	3,928	1,405	92	40	496	4,197																	
5	17,210	7,546	4,289	4,267	919	89	60	53	17,223	7,557	4,124	4,145	862	124	59	568	4,389																	
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528																	

Public Plan 6 Percentages

Dist.	% NH			% NH			% NH			% NH		
	% Hisp.	Wht	Blk	DOJ	Ind	Asn	DOJ	Hwn	DOJ	Oth	DOJ	OthMR
1	59.1%	18.5%	15.3%	0.6%	0.6%	4.8%	0.6%	0.6%	0.2%	0.2%	0.8%	
2	44.7%	26.3%	18.6%	0.5%	0.5%	8.2%	0.4%	0.4%	0.2%	0.2%	1.1%	
3	46.2%	23.3%	19.0%	0.5%	0.5%	9.2%	0.5%	0.4%	0.4%	0.9%	0.9%	
4	56.5%	13.8%	20.7%	0.4%	0.4%	6.9%	0.6%	0.6%	0.2%	0.2%	0.9%	
5	65.1%	12.9%	16.2%	0.4%	0.4%	3.6%	0.8%	0.8%	0.2%	0.2%	0.8%	
Total	54.4%	18.9%	18.0%	0.5%	0.5%	6.5%	0.6%	0.6%	0.2%	0.2%	0.9%	

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

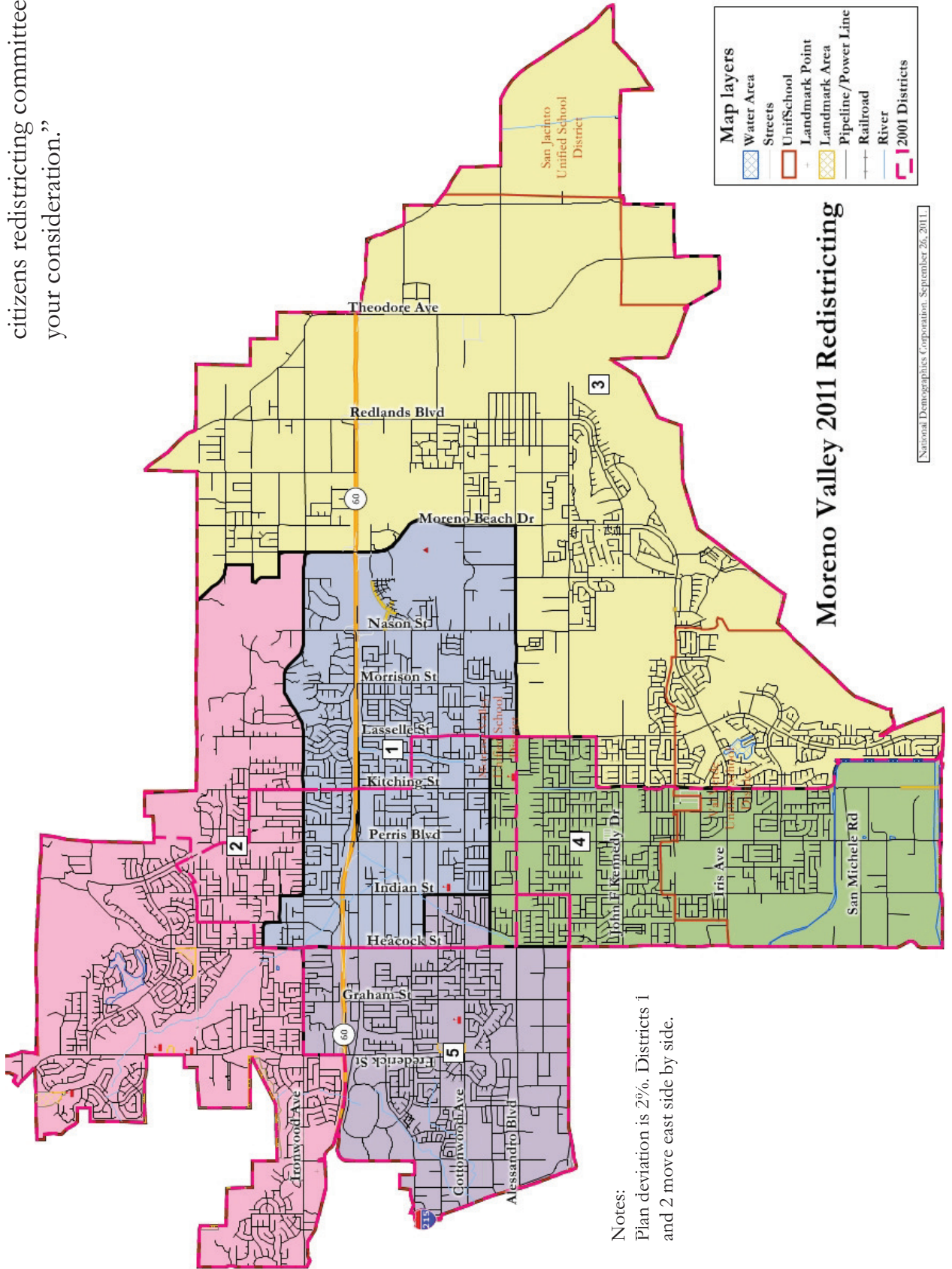
Dist.	% H18+ Pop			% NH18+ DOJ			% NH18+ DOJ			% NH18+ DOJ			% NH18+ DOJ			% NH18+ DOJ			% NH18+ DOJ		
	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.
1	35.9%	1.6%	1.1%	2.8%	2.8%	2.8%	31.2%	1.4%	1.0%	2.4%	2.4%	31.2%	1.4%	1.0%	2.4%	2.4%	2.4%	31.2%	1.4%	1.0%	2.4%
2	29.2%	2.3%	1.8%	4.1%	4.1%	4.1%	25.3%	1.7%	1.5%	3.1%	3.1%	25.3%	1.7%	1.5%	3.1%	3.1%	3.1%	25.3%	1.7%	1.5%	3.1%
3	30.1%	1.9%	1.7%	3.6%	3.6%	3.6%	25.3%	1.6%	1.6%	3.2%	3.2%	25.3%	1.6%	1.6%	3.2%	3.2%	3.2%	25.3%	1.6%	1.6%	3.2%
4	37.5%	2.0%	2.1%	4.1%	4.1%	4.1%	34.6%	1.7%	1.7%	3.4%	3.4%	34.6%	1.7%	1.7%	3.4%	3.4%	3.4%	34.6%	1.7%	1.7%	3.4%
5	41.8%	1.2%	1.2%	2.4%	2.4%	2.4%	37.7%	1.2%	1.2%	2.4%	2.4%	37.7%	1.2%	1.2%	2.4%	2.4%	2.4%	37.7%	1.2%	1.2%	2.4%
Total	34.3%	1.9%	1.6%	3.5%	3.5%	3.5%	29.8%	1.5%	1.4%	3.0%	3.0%	29.8%	1.5%	1.4%	3.0%	3.0%	3.0%	29.8%	1.5%	1.4%	3.0%

American Community Survey (ACS)																								
Special Tabulation												American Community Survey (ACS)												
Dist.	% NH			% NH			% NH			% NH			% NH			% NH			% NH			% NH		
	% Total CVAP	% Hisp CVAP	Wht CVAP	% Total CVAP	% Hisp CVAP	Wht CVAP	% Total CVAP	% Hisp CVAP	Wht CVAP	% Total CVAP	% Hisp CVAP	Wht CVAP	% Total CVAP	% Hisp CVAP	Wht CVAP	% Total CVAP	% Hisp CVAP	Wht CVAP	% Total CVAP	% Hisp CVAP	Wht CVAP	% Total CVAP	% Hisp CVAP	
1	74.8%	39.3%	33.9%	20.3%	3.7%	0.5%	1.7%	0.5%	1.7%	0.5%	0.5%	75.1%	38.6%	34.9%	19.0%	4.1%	0.3%	1.9%	4.1%	0.3%	1.9%	2.6%	21.6%	
2	79.5%	31.3%	40.5%	19.4%	7.4%	0.9%	0.0%	0.4%	0.4%	0.4%	0.4%	79.1%	30.6%	41.0%	19.2%	6.7%	0.6%	0.2%	6.7%	0.6%	0.2%	2.7%	17.9%	
3	73.1%	30.0%	39.3%	19.0%	9.5%	1.3%	0.4%	0.6%	0.6%	0.6%	0.6%	72.9%	32.9%	35.8%	19.7%	8.1%	0.8%	1.0%	8.1%	0.8%	1.0%	2.8%	19.8%	
4	66.2%	37.6%	29.0%	23.5%	7.3%	0.4%	0.2%	1.9%	1.9%	1.9%	1.9%	66.3%	35.8%	29.7%	22.9%	8.2%	0.5%	0.2%	8.2%	0.5%	0.2%	2.9%	24.5%	
5	69.0%	43.8%	24.9%	24.8%	5.3%	0.5%	0.3%	0.3%	0.3%	0.3%	0.3%	69.0%	43.9%	23.9%	24.1%	5.0%	0.7%	0.3%	5.0%	0.7%	0.3%	3.3%	25.5%	
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	0.7%	0.7%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	6.4%	0.6%	0.7%	2.8%	21.6%	

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Public Plan 7

Submitter's comment:
 "Map #4 submitted from the moval
 citizens redistricting committee for
 your consideration."



Notes:
 Plan deviation is 2%. Districts 1
 and 2 move east side by side.

Public Plan 7 Counts

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	Tot. Pop.	Dev.	% Dev.	NH			NH			NH			
				Hisp	NH Wht	Blk	DOJ	NH DOJ	Ind	DOJ	NH DOJ	Asn	DOJ
1	38,231	-442	-1.14%	22,408	6,327	6,110	213	2,543	193	107	330		
2	38,748	75	0.19%	17,288	11,727	6,313	199	2,576	184	83	378		
3	38,889	216	0.56%	17,203	8,260	8,965	184	3,528	230	121	398		
4	38,810	137	0.35%	24,575	5,332	6,218	156	1,948	219	89	273		
5	38,687	14	0.04%	23,695	4,927	7,122	161	2,037	274	80	391		
Total	193,365	658	1.70%	105,169	36,573	34,728	913	12,632	1,100	480	1,770		
Ideal	38,673												

Dist.	18+ Pop	H18+			NH18+			NH18+			NH18+			NH18+			Asn +								
		Pop	Wht	NH18+	DOJ	Blk	DOJ	Ind	DOJ	Hwn	DOJ	Oth	DOJ	Oth	MR	Reg.	Hisp.	Asn.	Reg.	Fil.	Reg.	Fil.	Reg.	Fil.	Vote.
1	25,780	13,843	5,173	4,264	172	1,932	136	73	187							13,142	4,741	239	198	437	6,047	1,933	89	88	177
2	27,929	11,233	9,640	4,446	155	2,023	133	59	240							18,094	5,075	334	252	586	9,581	2,273	141	117	258
3	26,695	10,749	6,688	5,982	131	2,694	151	90	210							15,087	4,442	322	291	613	7,439	1,890	136	118	254
4	25,532	15,107	4,373	4,072	105	1,508	140	55	172							12,446	5,247	179	211	390	5,525	2,109	63	91	154
5	24,933	14,077	3,989	4,667	119	1,642	170	55	214							11,150	4,455	226	165	391	4,352	1,607	74	60	134
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023							69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Special Tabulation																American Community Survey (ACS)									
Dist.	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	NH		NH					
																		79	245	138	204	147	127	82	50
1	18,552	7,031	6,032	4,202	973	90	150	80	18,793	7,020	6,199	3,948	928	79	245	528	3,915								
2	23,721	7,368	10,351	3,925	1,526	244	200	99	23,375	7,237	10,172	3,879	1,352	138	204	684	4,245								
3	18,320	5,453	6,551	4,040	1,838	171	41	236	18,796	5,866	6,584	4,090	1,691	147	127	546	3,697								
4	17,722	7,807	4,898	3,676	917	179	69	178	17,352	7,482	4,674	3,608	1,053	163	82	444	5,059								
5	16,755	6,679	4,488	4,334	1,091	20	60	91	16,712	6,676	4,248	4,234	1,048	32	50	503	3,610								
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528								

Public Plan 7 Percentages

Dist.	% NH		% NH		% NH		% NH		% NH	
	Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth	DOJ Oth	MR	DOJ	OthMR
1	58.6%	16.5%	16.0%	6.7%	0.5%	0.3%	0.9%	0.9%		
2	44.6%	30.3%	16.3%	6.6%	0.5%	0.2%	1.0%	1.0%		
3	44.2%	21.2%	23.1%	9.1%	0.6%	0.3%	1.0%	1.0%		
4	63.3%	13.7%	16.0%	5.0%	0.6%	0.2%	0.7%	0.7%		
5	61.2%	12.7%	18.4%	5.3%	0.7%	0.2%	1.0%	1.0%		
Total	54.4%	18.9%	18.0%	6.5%	0.6%	0.2%	0.9%	0.9%		

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+		% NH18+	
	Pop	Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth	MR	DOJ	Ind	Hwn	DOJ	MR	DOJ	Ind	Hwn	DOJ	MR
1	53.7%	20.1%	16.5%	0.7%	7.5%	0.5%	0.3%	0.7%	7.5%	0.5%	0.3%	0.7%	7.5%	0.5%	0.3%	0.7%	7.5%	0.5%
2	40.2%	34.5%	15.9%	0.6%	7.2%	0.5%	0.2%	0.9%	7.2%	0.5%	0.2%	0.9%	7.2%	0.5%	0.2%	0.9%	7.2%	0.5%
3	40.3%	25.1%	22.4%	0.5%	10.1%	0.6%	0.3%	0.8%	10.1%	0.6%	0.3%	0.8%	10.1%	0.6%	0.3%	0.8%	10.1%	0.6%
4	59.2%	17.1%	15.9%	0.4%	5.9%	0.5%	0.2%	0.7%	5.9%	0.5%	0.2%	0.7%	5.9%	0.5%	0.2%	0.7%	5.9%	0.5%
5	56.5%	16.0%	18.7%	0.5%	6.6%	0.7%	0.2%	0.9%	6.6%	0.7%	0.2%	0.9%	6.6%	0.7%	0.2%	0.9%	6.6%	0.7%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	7.5%	0.6%	0.3%	0.8%	7.5%	0.6%	0.3%	0.8%	7.5%	0.6%

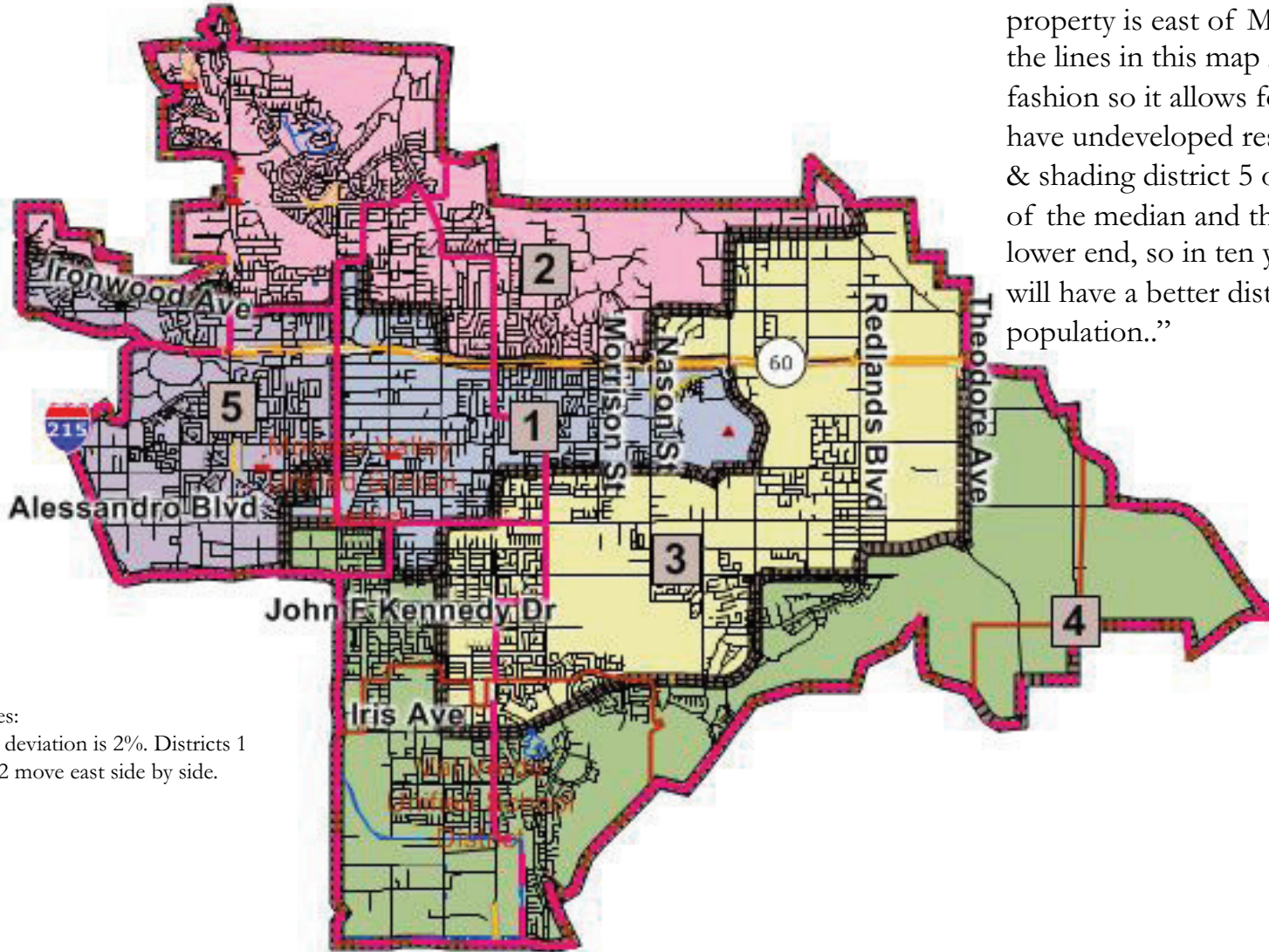
Dist.	% Total		% Total		% Total		% Total		% Total		% Total		% Total		% Total		% Total	
	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP
1	72.0%	37.9%	32.5%	22.6%	5.2%	0.8%	0.4%	0.4%	5.2%	0.8%	0.4%	0.4%	5.2%	0.8%	0.4%	0.4%	5.2%	0.8%
2	84.9%	31.1%	43.6%	16.5%	6.4%	1.0%	0.4%	0.4%	6.4%	1.0%	0.4%	0.4%	6.4%	1.0%	0.4%	0.4%	6.4%	1.0%
3	68.6%	29.8%	35.8%	22.1%	10.0%	0.9%	1.3%	1.3%	10.0%	0.9%	1.3%	1.3%	10.0%	0.9%	1.3%	1.3%	10.0%	0.9%
4	69.4%	44.1%	27.6%	20.7%	5.2%	1.0%	1.0%	1.0%	5.2%	1.0%	1.0%	1.0%	5.2%	1.0%	1.0%	1.0%	5.2%	1.0%
5	67.2%	39.9%	26.8%	25.9%	6.5%	0.4%	0.5%	0.5%	6.5%	0.4%	0.5%	0.5%	6.5%	0.4%	0.5%	0.5%	6.5%	0.4%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.7%	0.7%	6.7%	0.7%	0.7%	0.7%	6.7%	0.7%	0.7%	0.7%	6.7%	0.7%

American Community Survey (ACS)

Special Tabulation

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Public Plan 8



Submitter's comment:
"Most of the undeveloped residential property is east of Morrison St. I drew the lines in this map in an east-west fashion so it allows for districts 1-4 to have undeveloped residential property & shading district 5 on the higher end of the median and the others on the lower end, so in ten years the districts will have a better distribution of population.."

Notes:
Plan deviation is 2%. Districts 1 and 2 move east side by side.

Public Plan 8 Counts

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				Hisp	NH Wht	DOJ Blk	NH DOJ Ind	DOJ Asn	NH DOJ Hwn	DOJ Oth	NH DOJ OthMR
1	38,329	-344	-0.89%	23,549	5,300	6,337	202	2,286	208	110	337
2	38,798	125	0.32%	17,782	11,670	6,106	218	2,386	195	83	358
3	38,304	-369	-0.95%	20,107	7,463	7,250	195	2,619	220	132	318
4	38,360	-313	-0.81%	20,784	5,997	7,836	132	2,963	227	75	346
5	39,574	901	2.33%	22,947	6,143	7,199	166	2,378	250	80	411
Total	193,365	1,270	3.28%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Dist.	H18+ Pop	NH18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Asn + Fil. Reg.	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
2	27,857	11,478	9,589	4,324	165	1,873	142	58	228	18,294	5,234	357	233	590	9,841	2,340	163	109	272	
3	25,907	12,492	6,099	4,749	138	2,028	148	84	169	14,326	4,851	216	229	445	6,734	1,979	76	109	185	
4	25,636	12,830	4,800	5,266	97	2,240	143	58	202	13,096	4,704	302	268	570	6,210	1,974	134	101	235	
5	26,135	13,876	4,995	4,774	128	1,905	165	54	238	12,480	4,642	262	209	471	5,152	1,755	78	83	161	
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977	

Dist.	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	17,649	7,219	5,223	4,051	823	112	158	75		17,423	7,137	5,178	3,787	814	96	184	354	4,273
2	23,265	7,393	9,973	3,983	1,361	265	220	66		23,281	7,358	10,017	3,857	1,184	64	286	760	4,125
3	19,323	6,692	6,829	3,743	1,745	183	47	94		18,496	6,469	6,067	3,874	1,573	137	115	453	4,003
4	16,435	6,307	4,598	3,921	1,126	124	35	324		17,275	6,457	5,188	3,807	1,248	153	73	567	4,404
5	18,398	6,728	5,697	4,478	1,289	20	60	124		18,552	6,860	5,427	4,435	1,254	109	50	571	3,722
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Public Plan 8 Percentages

Dist.	% Hisp.	% NH					% NH	
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth	OthMR
1	61.4%	13.8%	16.5%	0.5%	6.0%	0.5%	0.3%	0.9%
2	45.8%	30.1%	15.7%	0.6%	6.1%	0.5%	0.2%	0.9%
3	52.5%	19.5%	18.9%	0.5%	6.8%	0.6%	0.3%	0.8%
4	54.2%	15.6%	20.4%	0.3%	7.7%	0.6%	0.2%	0.9%
5	58.0%	15.5%	18.2%	0.4%	6.0%	0.6%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:

Dev. = Deviation

Hisp = Hispanic

NH = "Non-Hispanic"

Wht = White

Blk = Black / African American

Ind = Native American

Asn = Asian American

Haw or Hwn = Hawaiian and Pacific Islander

Oth = Other

OthMR or MR = Multi-Race

Fil = Filipino

"DOJ" = Aggregated according to U.S. Department of Justice guidance

Reg = Voter Registration

CVAP = Citizen Voting Age Population

Dist.	% NH18+									% Asn + Fil.				% Asn + Fil. + Reg.			
	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ Hwn	% NH18+ DOJ Oth	% NH18+ OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.	
1	56.6%	17.3%	17.0%	0.6%	6.9%	0.5%	0.3%	0.7%	38.6%	1.4%	1.5%	2.9%	35.2%	1.0%	1.4%	2.5%	
2	41.2%	34.4%	15.5%	0.6%	6.7%	0.5%	0.2%	0.8%	28.6%	2.0%	1.3%	3.2%	23.8%	1.7%	1.1%	2.8%	
3	48.2%	23.5%	18.3%	0.5%	7.8%	0.6%	0.3%	0.7%	33.9%	1.5%	1.6%	3.1%	29.4%	1.1%	1.6%	2.7%	
4	50.0%	18.7%	20.5%	0.4%	8.7%	0.6%	0.2%	0.8%	35.9%	2.3%	2.0%	4.4%	31.8%	2.2%	1.6%	3.8%	
5	53.1%	19.1%	18.3%	0.5%	7.3%	0.6%	0.2%	0.9%	37.2%	2.1%	1.7%	3.8%	34.1%	1.5%	1.6%	3.1%	
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%	

Dist.	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	69.7%	40.9%	29.6%	23.0%	4.7%	0.6%	0.9%	0.4%	68.8%	41.0%	29.7%	21.7%	4.7%	0.5%	1.1%	2.0%	24.5%	
2	83.5%	31.8%	42.9%	17.1%	5.8%	1.1%	0.9%	0.3%	83.6%	31.6%	43.0%	16.6%	5.1%	0.3%	1.2%	3.3%	17.7%	
3	74.6%	34.6%	35.3%	19.4%	9.0%	0.9%	0.2%	0.5%	71.4%	35.0%	32.8%	20.9%	8.5%	0.7%	0.6%	2.5%	21.6%	
4	64.1%	38.4%	28.0%	23.9%	6.8%	0.8%	0.2%	2.0%	67.4%	37.4%	30.0%	22.0%	7.2%	0.9%	0.4%	3.3%	25.5%	
5	70.4%	36.6%	31.0%	24.3%	7.0%	0.1%	0.3%	0.7%	71.0%	37.0%	29.3%	23.9%	6.8%	0.6%	0.3%	3.1%	20.1%	
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%	

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CITY CLERK'S OFFICE

MEMORANDUM

To: Mayor and City Council

From: Ewa Lopez, Deputy City Clerk, CMC

Date: October 6, 2011

Subject: City Council Regular Meeting Agenda of October 11, 2011, Item E.1 - PUBLIC HEARING REGARDING COUNCILMANIC REDISTRICTING (POWERPOINT PRESENTATION BY DR. ALAN HESLOP, NATIONAL DEMOGRAPHICS CONSULTANT - TO BE PROVIDED UNDER SEPARATE COVER) (CONTINUED FROM SEPTEMBER 27, 2011 ON A 3-0-2 VOTE, CO AND BATEY ABSENT) (Report of: City Clerk's Department)

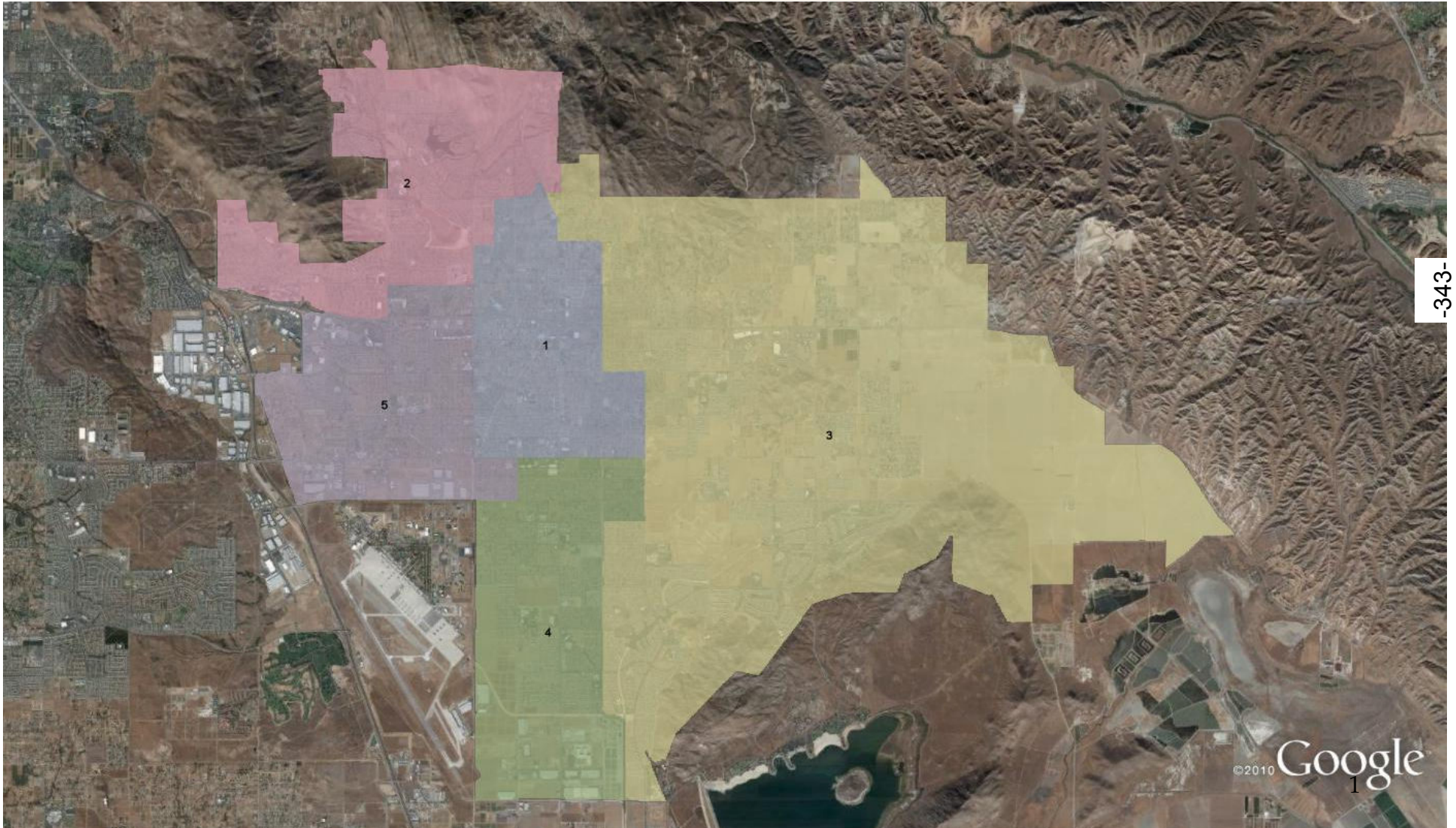
cc: Agenda packet distribution list

Attached is the PowerPoint presentation, which was not available at the time of agenda preparation.

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City of Moreno Valley 2011 Redistricting

National Demographics Corporation



Current Demographics



Based on Census data from the 2010 Decennial Census and the Census Bureau's American Community Survey.

■ 2010 Census Population

- 2010 Census total: 193,365
 - + 50,817 (50.0 %) growth from 2000
 - 54.4 % Hispanic
 - +50,480 (+92.3 %) growth from 2000
 - 18.9 % Non-Hispanic White
 - -9,308 (-25.4 %) from 2000
 - 18.0 % Non-Hispanic Black
 - 8.7 % Other

- 2010 Census Voting Age Population
 - 49.7 % Hispanic
 - 22.8 % Non-Hispanic White
 - 17.9 % Non-Hispanic Black
 - 10.0 % Other

■ Other Data

- Citizen Voting Age Population
 - From ACS: 36.1 % Hispanic
 - From Census Special Tabulation: 36.1 % Hispanic

- Voter Registration (Nov. 2010)
 - 69,919 Total
 - 34.3 % Hispanic-surname

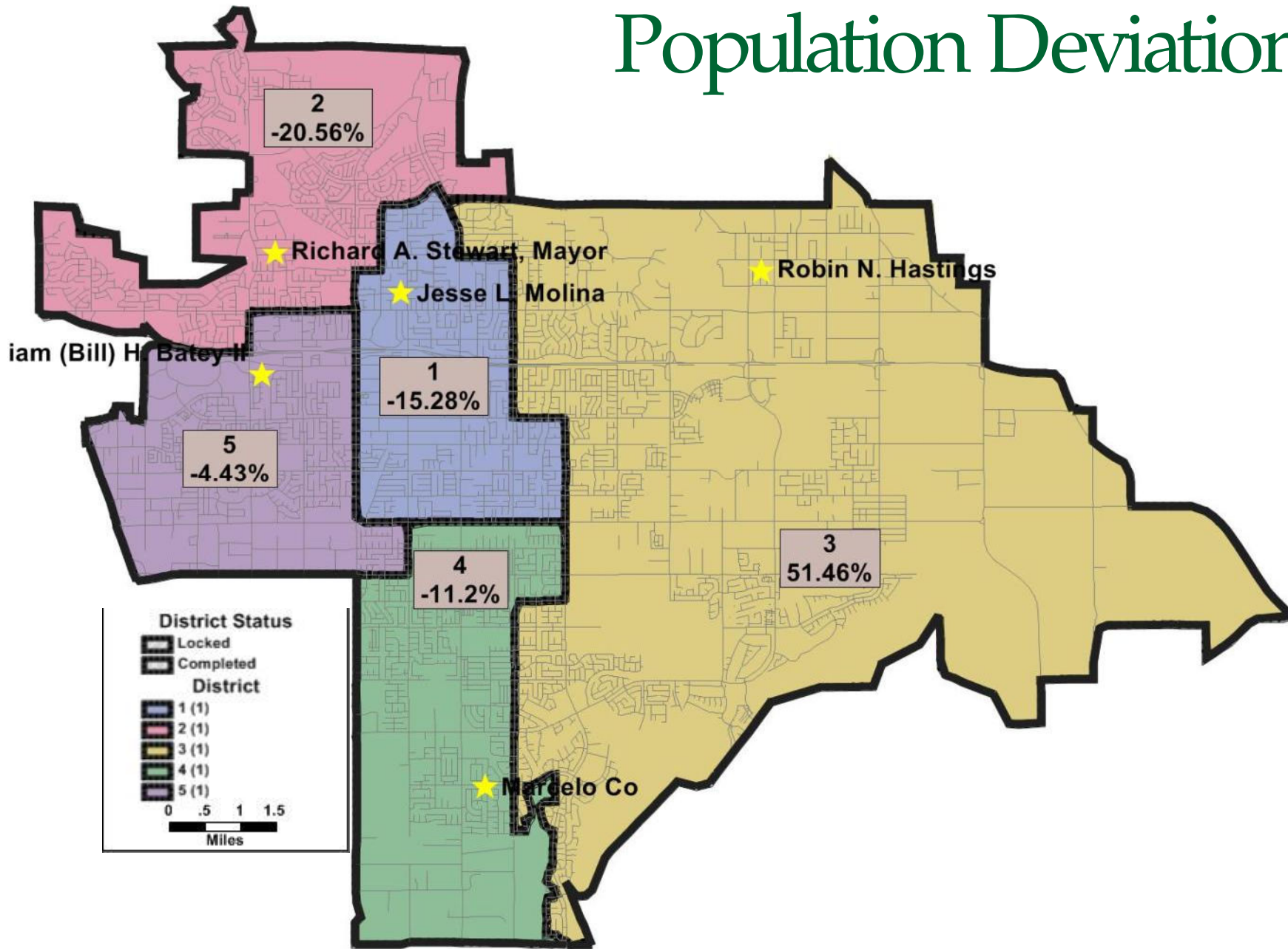
- Voter Turnout (Nov. 2010)
 - 32,944 Total
 - 29.8 % Hispanic-surname

Current District Total Population

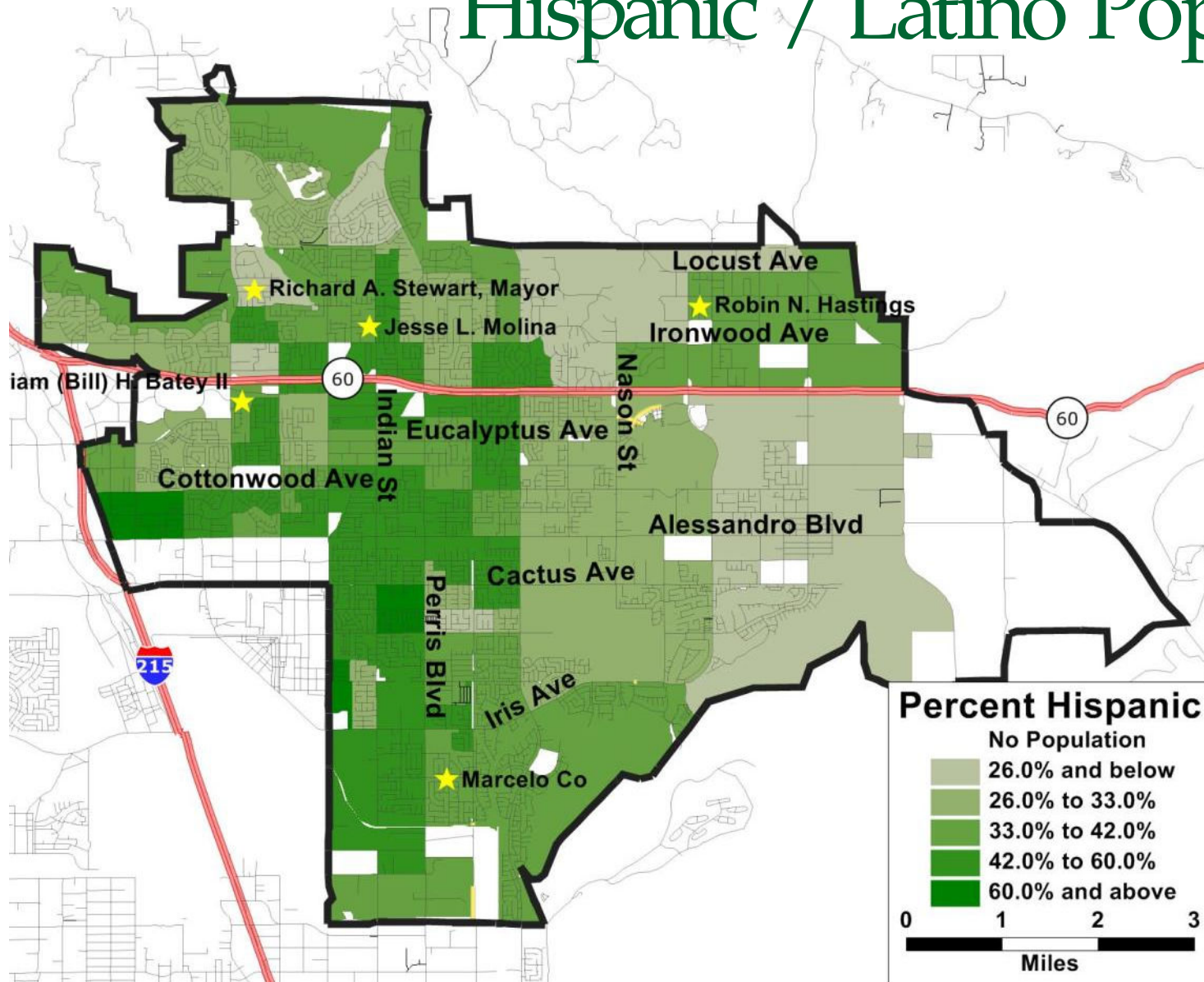
District	Tot. Pop.	Deviation	Pct. Dev.
1	32,765	-5,908	-15.28%
2	30,723	-7,950	-20.56%
3	58,576	19,903	51.46%
4	34,343	-4,330	-11.20%
5	36,958	-1,715	-4.43%
Total	193,365	27,853	72.02%
Ideal	38,673		

Ideal population = total population / number of districts

Population Deviation



Hispanic / Latino Population



Current District Counts

Plan Name	Tot. Pop.	Dev.	% Dev.	NH							
				Hisp	NH Wht	DOJ Blk	Ind	DOJ Asn	NH DOJ Hwn	DOJ Oth	NH DOJ OthMR
1	32,765	-5,908	-15.28%	20,416	5,215	4,934	196	1,406	244	87	267
2	30,723	-7,950	-20.56%	13,540	9,036	5,369	142	2,147	122	59	308
3	58,576	19,903	51.46%	27,094	12,765	12,042	311	5,317	293	188	566
4	34,343	-4,330	-11.20%	21,681	4,691	5,595	114	1,742	177	79	264
5	36,958	-1,715	-4.43%	22,438	4,866	6,788	150	2,020	264	67	365
Total	193,365	27,853	72.02%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan Name	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vc
2	22,085	8,799	7,392	3,758	114	1,693	85	43	201	14,267	3,985	269	228	497	7,454	1,785	111	104	215
3	40,513	17,090	10,364	8,188	230	4,007	190	133	311	23,080	6,941	490	399	889	11,607	2,994	203	171	374
4	22,551	13,318	3,830	3,642	81	1,358	117	49	156	11,150	4,691	174	192	366	4,962	1,901	62	81	143
5	24,042	13,452	3,954	4,469	114	1,631	170	45	207	10,933	4,325	225	164	389	4,358	1,583	68	61	129
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Plan Name	Special Tabulation									American Community Survey (ACS)								
	Total	Hisp	NH Wht	NH Blk	NH Asn	NH Ind	NH Hwn	NH MR		Total	Hisp	NH Wht	NH Blk	NH Asn	NH Ind	Hwn	NH MR	NH Oth
	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP	CVAP
1	15,286	6,219	5,227	2,835	651	50	206	100		15,509	6,277	5,293	2,867	623	39	290	328	3,591
2	18,698	5,831	8,058	3,287	1,254	204	0	65		18,568	5,632	8,148	3,212	1,083	121	54	526	3,333
3	29,076	8,963	10,467	6,359	2,570	258	213	260		29,318	9,369	10,226	6,218	2,398	202	260	931	5,723
4	15,368	6,664	4,354	3,113	835	172	41	183		15,166	6,425	4,167	3,128	956	151	55	383	4,302
5	16,643	6,661	4,215	4,584	1,036	20	60	75		16,467	6,578	4,044	4,334	1,012	46	50	537	3,579
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,281	31,877	19,760	6,072	559	708	2,705	20,528

Current District Percentages

Plan Name	% Hisp.	% NH						
		% NH Wht	% NH DOJ Blk	% NH DOJ Ind	% NH DOJ Asn	% NH DOJ Hwn	% NH DOJ Oth	% NH DOJ OthMR
1	62.3%	15.9%	15.1%	0.6%	4.3%	0.7%	0.3%	0.8%
2	44.1%	29.4%	17.5%	0.5%	7.0%	0.4%	0.2%	1.0%
3	46.3%	21.8%	20.6%	0.5%	9.1%	0.5%	0.3%	1.0%
4	63.1%	13.7%	16.3%	0.3%	5.1%	0.5%	0.2%	0.8%
5	60.7%	13.2%	18.4%	0.4%	5.5%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan Name	% NH18+									% NH18+ DOJ				% NH18+ Vote			
	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR	% Hisp. Reg	% Asn. Reg	% Fil. Reg	% Asn + Fil. Reg	Hisp. Vote	Asn. Vote	Fil. Vote	Asn + Fil. Vote	
1	57.0%	19.9%	15.6%	0.7%	5.1%	0.8%	0.3%	0.7%	38.3%	1.4%	1.3%	2.6%	33.9%	1.3%	1.2%	2.5%	
2	39.8%	33.5%	17.0%	0.5%	7.7%	0.4%	0.2%	0.9%	27.9%	1.9%	1.6%	3.5%	23.9%	1.5%	1.4%	2.9%	
3	42.2%	25.6%	20.2%	0.6%	9.9%	0.5%	0.3%	0.8%	30.1%	2.1%	1.7%	3.9%	25.8%	1.7%	1.5%	3.2%	
4	59.1%	17.0%	16.2%	0.4%	6.0%	0.5%	0.2%	0.7%	42.1%	1.6%	1.7%	3.3%	38.3%	1.2%	1.6%	2.9%	
5	56.0%	16.4%	18.6%	0.5%	6.8%	0.7%	0.2%	0.9%	39.6%	2.1%	1.5%	3.6%	36.3%	1.6%	1.4%	3.0%	
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%	

Plan Name	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	70.5%	40.7%	34.2%	18.5%	4.3%	0.3%	1.3%	0.7%	71.5%	40.5%	34.1%	18.5%	4.0%	0.3%	1.9%	2.1%	23.2%	
2	84.7%	31.2%	43.1%	17.6%	6.7%	1.1%	0.0%	0.3%	84.1%	30.3%	43.9%	17.3%	5.8%	0.7%	0.3%	2.8%	18.0%	
3	71.8%	30.8%	36.0%	21.9%	8.8%	0.9%	0.7%	0.9%	72.4%	32.0%	34.9%	21.2%	8.2%	0.7%	0.9%	3.2%	19.5%	
4	68.1%	43.4%	28.3%	20.3%	5.4%	1.1%	0.3%	1.2%	67.3%	42.4%	27.5%	20.6%	6.3%	1.0%	0.4%	2.5%	28.4%	
5	69.2%	40.0%	25.3%	27.5%	6.2%	0.1%	0.4%	0.5%	68.5%	39.9%	24.6%	26.3%	6.1%	0.3%	0.3%	3.3%	21.7%	
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%	

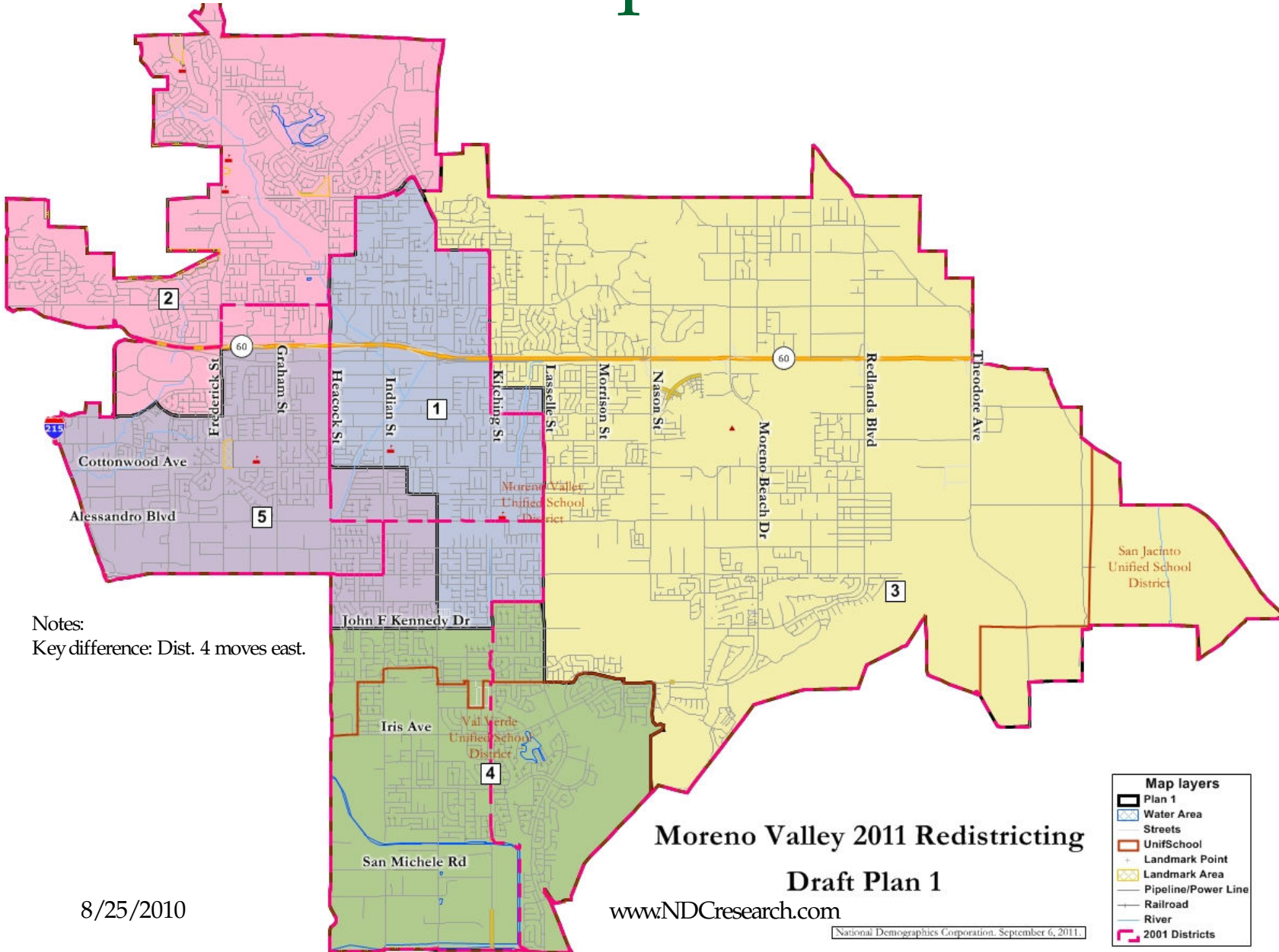
Redistricting Criteria



- **Equal Population**
- **Comply with Federal Voting Rights Act**
- **Respect communities of interest**
- **Follow Visible (natural & man-made) boundaries**
 - Make it easy for residents of a district to understand its borders (and to engage their neighbors in precinct walking or other election activities)
 - But do not use Highway 99 – try for districts that combine areas east and west of 99.
- **Compact & contiguous districts**
 - Also makes it easier for voters to understand their district’s borders.
- **Continuity in office**
 - Redistricting, an administrative process, should not tell the voters they can no longer elect a candidate they have previously elected (which is what happens when two or more incumbents are “paired”).
- **Population growth**
 - Growth is much less certain in 2011 than it was in 2011, so this is harder to justify than it was in 2001.
- **Preserve Core of existing districts**
 - Don’t move voters around unless needed to achieve one of the other goals.

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Draft Plan 1 Map



Notes:
Key difference: Dist. 4 moves east.

Moreno Valley 2011 Redistricting Draft Plan 1

www.NDCresearch.com

National Demographics Corporation, September 6, 2011.

8/25/2010

Draft Plan 1 Counts

Plan 1	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ
				Hisp	NH Wht	Blk	Ind	Asn	Hwn	Oth	OthMR
1	38,545	-128	-0.33%	23,541	6,307	6,085	217	1,738	251	104	302
2	38,822	149	0.39%	17,289	10,301	7,800	184	2,601	159	81	407
3	38,811	138	0.36%	17,136	9,647	7,338	229	3,739	202	142	378
4	38,666	-7	-0.02%	22,143	5,328	7,860	146	2,549	207	92	341
5	38,521	-152	-0.39%	25,060	4,990	5,645	137	2,005	281	61	342
Total	193,365	301	0.78%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 1	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
2	27,425	11,067	8,389	5,326	147	2,060	111	58	267	16,616	4,696	316	261	577	8,320	2,023	123	115	238
3	27,256	10,902	7,855	5,068	176	2,812	121	100	222	16,329	4,682	366	268	634	8,545	2,061	155	122	277
4	25,463	13,595	4,282	5,152	99	1,943	142	64	186	12,636	4,799	243	254	497	5,713	1,983	91	96	187
5	25,017	15,056	4,096	3,780	102	1,587	173	42	181	11,509	4,941	213	168	381	4,733	1,851	72	62	134
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Plan 1	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	18,903	7,686	6,344	3,551	892	107	212	114		18,835	7,735	6,194	3,572	861	69	298	354	4,326
2	22,704	7,124	9,212	4,469	1,545	204	60	89		22,591	6,934	9,293	4,369	1,353	143	104	682	3,805
3	20,153	5,874	7,861	4,115	1,805	216	188	104		20,185	6,222	7,589	3,947	1,545	155	234	706	3,706
4	16,931	6,369	4,966	3,955	1,185	85	36	325		16,880	6,053	5,018	3,860	1,378	90	39	489	4,137
5	16,380	7,285	3,937	4,086	918	92	24	51		16,537	7,336	3,783	4,011	935	102	32	476	4,554
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

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Item No. E.1

Draft Plan 1 Percentages

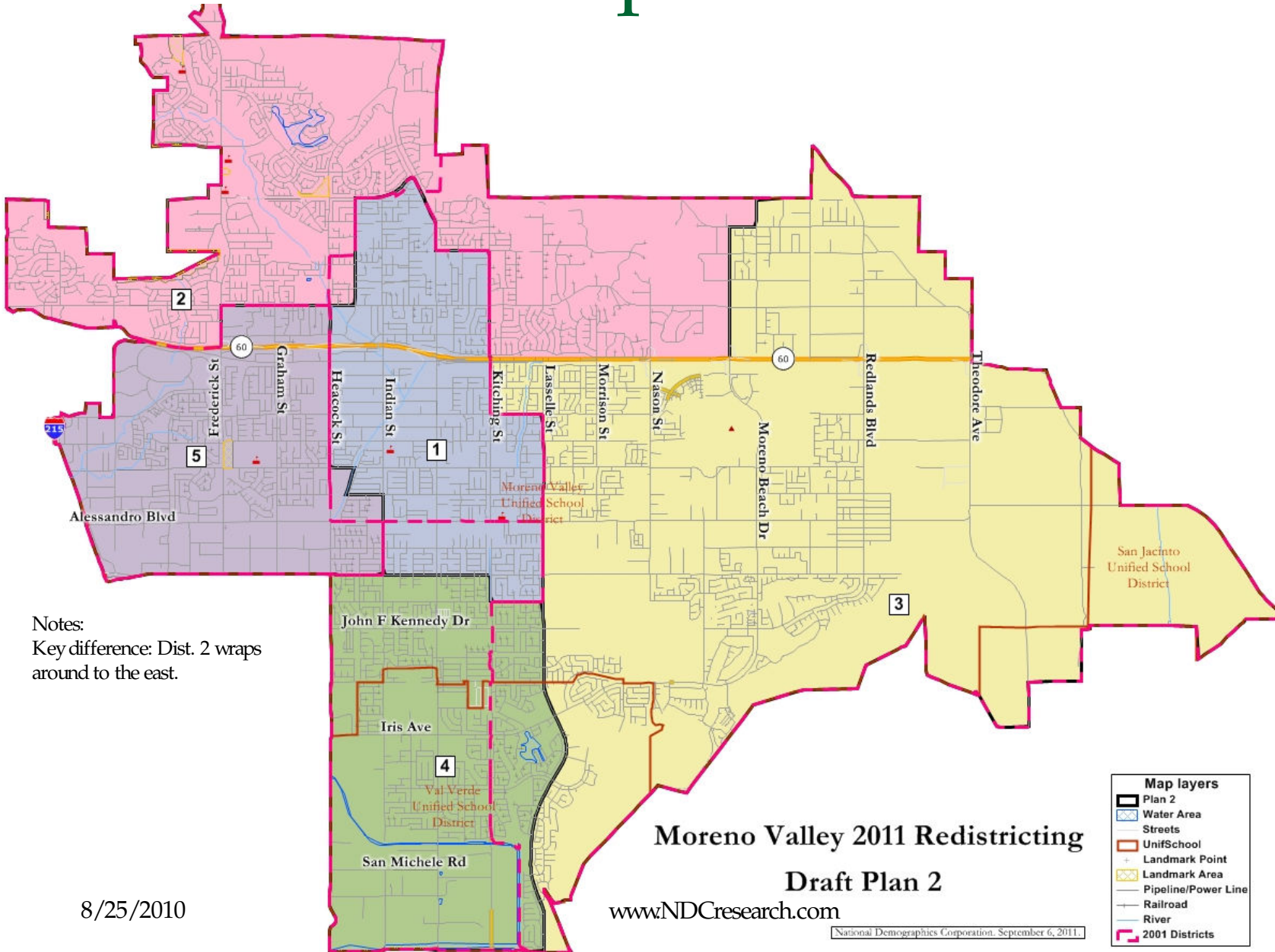
Plan 2	% NH							
	% Hisp.	Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ OthMR
1	62.1%	15.7%	15.6%	0.5%	4.4%	0.7%	0.3%	0.8%
2	44.7%	30.2%	16.2%	0.6%	6.7%	0.4%	0.2%	0.9%
3	44.3%	21.5%	21.3%	0.5%	10.4%	0.6%	0.4%	1.0%
4	60.1%	13.9%	18.4%	0.4%	5.6%	0.5%	0.2%	0.8%
5	60.9%	13.1%	18.2%	0.4%	5.5%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
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 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 2	% NH18+									% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR									
1	57.0%	19.7%	15.8%	0.6%	5.3%	0.7%	0.3%	0.6%	38.8%	1.3%	1.3%	2.6%	34.7%	1.3%	1.3%	2.5%	
2	40.5%	34.4%	15.9%	0.6%	7.3%	0.3%	0.2%	0.8%	28.2%	2.0%	1.4%	3.4%	23.8%	1.6%	1.2%	2.8%	
3	40.3%	25.2%	20.8%	0.5%	11.4%	0.5%	0.4%	0.8%	29.2%	2.2%	2.0%	4.2%	25.2%	1.8%	1.7%	3.4%	
4	55.9%	17.1%	18.5%	0.4%	6.6%	0.5%	0.2%	0.7%	39.5%	1.6%	1.8%	3.5%	35.9%	1.3%	1.7%	3.0%	
5	56.1%	16.4%	18.5%	0.5%	6.8%	0.7%	0.2%	0.9%	39.8%	2.0%	1.5%	3.5%	36.6%	1.5%	1.4%	2.9%	
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%	

Plan 2	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	70.8%	42.5%	31.6%	18.3%	5.0%	0.7%	1.3%	0.6%	72.1%	42.2%	32.0%	18.4%	4.5%	0.5%	1.8%	1.8%	24.5%	
2	85.7%	31.5%	43.7%	16.9%	6.1%	1.1%	0.4%	0.3%	84.3%	31.2%	43.8%	16.5%	5.4%	0.6%	0.5%	3.2%	17.9%	
3	69.4%	29.2%	34.7%	23.7%	10.4%	0.9%	0.5%	0.7%	70.9%	30.9%	34.5%	22.2%	8.8%	0.8%	0.9%	2.9%	19.2%	
4	67.7%	39.2%	30.7%	21.6%	5.7%	0.8%	0.2%	1.8%	66.5%	38.0%	28.8%	22.7%	7.3%	0.8%	0.2%	2.9%	25.8%	
5	68.4%	40.3%	25.5%	27.2%	6.1%	0.1%	0.4%	0.4%	68.1%	40.2%	24.7%	25.9%	6.2%	0.3%	0.3%	3.2%	22.0%	
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%	

Draft Plan 2 Map



Notes:
Key difference: Dist. 2 wraps around to the east.

8/25/2010

Moreno Valley 2011 Redistricting
Draft Plan 2
www.NDCresearch.com

National Demographics Corporation, September 6, 2011

Draft Plan 2 Counts

Plan 2	Tot. Pop.	Dev.	% Dev.	NH							
				Hisp	NH Wht	NH DOJ Blk	Ind	Asn	Hwn	Oth	NH DOJ OthMR
1	38,151	-522	-1.35%	23,674	5,997	5,947	202	1,673	260	103	295
2	38,829	156	0.40%	17,375	11,744	6,305	214	2,612	136	78	365
3	38,934	261	0.67%	17,265	8,366	8,296	192	4,052	225	141	397
4	38,802	129	0.33%	23,327	5,398	7,136	150	2,181	201	83	326
5	38,649	-24	-0.06%	23,528	5,068	7,044	155	2,114	278	75	387
Total	193,365	783	2.02%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 2	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
2	28,030	11,353	9,636	4,443	168	2,040	98	56	236	18,266	5,160	363	251	614	9,754	2,319	157	118	275
3	26,751	10,790	6,736	5,577	144	3,048	135	102	219	15,135	4,425	337	306	643	7,453	1,875	131	126	257
4	25,747	14,383	4,412	4,774	108	1,690	136	56	188	12,725	5,026	208	234	442	5,796	2,080	77	97	174
5	25,028	14,043	4,100	4,631	117	1,692	178	49	218	11,378	4,529	228	170	398	4,522	1,657	70	63	133
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Plan 2	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	17,931	7,613	5,674	3,283	905	124	236	100		18,263	7,704	5,850	3,359	831	83	324	336	4,471
2	24,021	7,578	10,488	4,062	1,461	254	104	75		23,637	7,377	10,345	3,891	1,272	138	121	765	4,240
3	18,575	5,420	6,446	4,398	1,938	168	92	122		18,975	5,860	6,550	4,206	1,661	159	176	553	3,649
4	17,429	6,830	5,352	3,772	989	139	28	312		17,121	6,498	4,926	3,886	1,249	132	37	504	4,421
5	17,114	6,897	4,360	4,661	1,052	20	60	75		17,033	6,843	4,206	4,418	1,060	46	50	546	3,747
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Draft Plan 2 Percentages

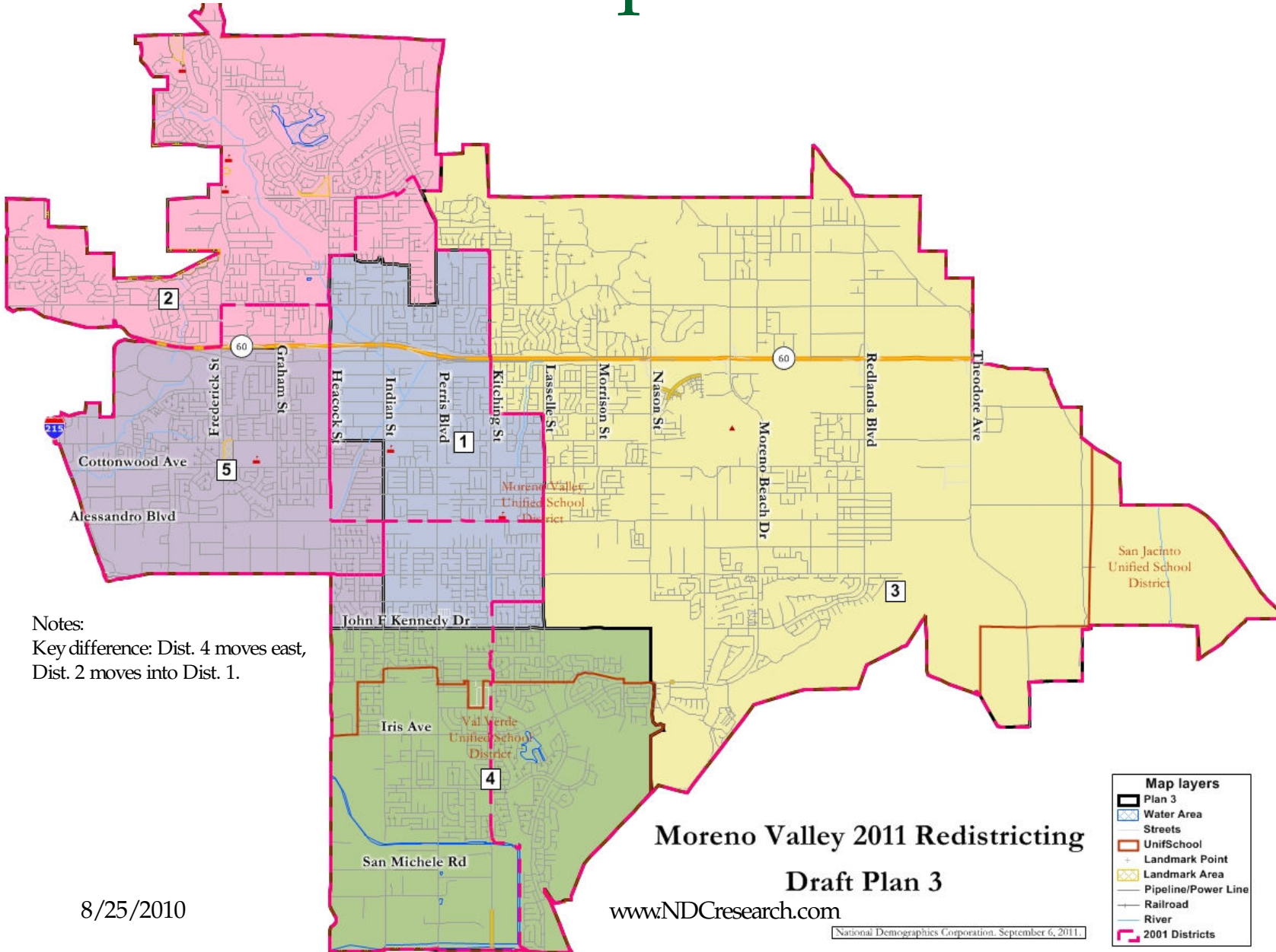
Plan 2	% NH		% NH		% NH		% NH	
	% Hisp.	Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth	DOJ OthMR
1	53.0%	36.0%	2.9%	1.1%	6.4%	0.2%	0.2%	0.2%
2	67.3%	26.2%	3.0%	0.9%	2.4%	0.0%	0.1%	0.1%
3	84.3%	11.5%	2.2%	0.8%	0.8%	0.1%	0.1%	0.3%
4	87.2%	8.2%	3.0%	0.5%	0.9%	0.0%	0.0%	0.1%
5	86.3%	8.6%	3.2%	0.7%	0.7%	0.0%	0.2%	0.2%
6	82.5%	10.8%	3.2%	0.9%	2.0%	0.1%	0.1%	0.4%
Total	76.7%	16.9%	2.9%	0.8%	2.2%	0.1%	0.1%	0.2%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 2	% NH18+		% NH18+		% NH18+		% NH18+		% Hisp. Reg.	% Asn. Reg.	% Asn + Fil. Reg.	
	% H18+ Pop	Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth	DOJ OthMR			% Fil. Reg.	% Fil. Reg.
1	47.6%	40.9%	3.0%	1.2%	6.7%	0.2%	0.1%	0.3%	36.6%	2.7%	1.1%	62.7%
2	61.2%	32.0%	3.0%	0.9%	2.6%	0.1%	0.1%	0.1%	44.0%	1.0%	1.2%	56.0%
3	80.7%	14.7%	2.3%	0.9%	0.8%	0.2%	0.1%	0.3%	57.2%	0.9%	2.0%	48.1%
4	84.1%	11.2%	3.0%	0.6%	1.0%	0.0%	0.0%	0.1%	64.9%	0.7%	1.1%	40.2%
5	82.5%	11.6%	3.8%	0.8%	0.8%	0.1%	0.2%	0.2%	58.8%	0.7%	1.1%	46.5%
6	78.9%	13.9%	3.4%	0.9%	2.3%	0.1%	0.2%	0.3%	60.9%	1.0%	1.3%	44.4%
Total	71.9%	21.2%	3.1%	0.9%	2.5%	0.1%	0.1%	0.2%	50.0%	1.4%	1.3%	52.4%

Plan 2	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	83.1%	42.0%	48.8%	3.8%	3.4%	1.9%	0.0%	0.0%	0.0%	79.5%	39.7%	50.7%	4.6%	3.2%	2.0%	0.0%	2.3%	
2	70.6%	42.8%	46.8%	6.8%	3.4%	0.2%	0.0%	0.0%	0.0%	74.1%	47.1%	43.8%	5.1%	2.6%	1.5%	0.0%	1.6%	
3	42.6%	63.4%	30.4%	2.4%	1.8%	2.0%	0.1%	0.0%	0.0%	51.8%	57.2%	33.6%	4.3%	2.6%	3.1%	0.1%	3.0%	
4	54.1%	60.4%	29.3%	4.6%	5.1%	0.7%	0.0%	0.0%	0.0%	48.2%	60.4%	31.0%	4.4%	1.8%	3.8%	0.0%	2.5%	
5	42.5%	54.8%	31.1%	10.8%	1.5%	1.5%	0.0%	0.0%	0.0%	44.0%	61.0%	25.4%	10.9%	1.5%	1.4%	0.0%	2.3%	
6	50.1%	64.6%	25.2%	9.5%	1.1%	0.0%	0.0%	0.0%	0.0%	50.2%	59.0%	29.9%	9.3%	1.3%	0.7%	0.0%	1.5%	
Total	57.8%	52.2%	37.9%	6.0%	2.9%	1.1%	0.0%	0.0%	0.0%	58.5%	51.8%	38.2%	6.1%	2.3%	2.1%	0.0%	2.2%	

Draft Plan 3 Map



Notes:
 Key difference: Dist. 4 moves east,
 Dist. 2 moves into Dist. 1.

Moreno Valley 2011 Redistricting Draft Plan 3

www.NDCresearch.com

National Demographics Corporation, September 6, 2011

8/25/2010

Draft Plan 3 Counts

Plan 3	Tot. Pop.	Dev.	% Dev.	NH								
				Hisp	NH Wht	NH DOJ Blk	Ind	Asn	Hwn	Oth	NH DOJ OthMR	
1	38,312	-361	-0.93%	23,807	6,059	5,961	191	1,709	206	84	295	
2	38,872	199	0.51%	17,552	10,653	7,375	197	2,424	193	85	393	
3	38,358	-315	-0.81%	17,086	9,585	7,095	230	3,659	179	139	385	
4	39,025	352	0.91%	22,104	5,362	8,086	144	2,663	228	97	341	
5	38,798	125	0.32%	24,620	4,914	6,211	151	2,177	294	75	356	
Total	193,365	713	1.84%	105,169	36,573	34,728	913	12,632	1,100	480	1,770	
Ideal	38,673											

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 3	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Asn + Fil. Reg.	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asr. F Vc	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	F Vc
2	27,467	11,216	8,689	5,050	154	1,908	134	61	255	16,926	4,791	303	253	556	8,615	2,099	130	114	244
3	27,045	10,893	7,841	4,945	175	2,759	110	99	223	16,322	4,702	354	262	616	8,583	2,076	148	122	270
4	25,630	13,552	4,264	5,275	102	2,031	153	67	186	12,608	4,740	252	264	516	5,647	1,955	97	98	195
5	25,124	14,715	3,988	4,139	112	1,744	182	52	192	11,476	4,821	231	181	412	4,590	1,766	74	72	146
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Plan 3	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	18,452	7,697	5,989	3,554	722	194	213	93	18,446	7,789	5,742	3,618	764	118	301	333	4,550	
2	23,099	7,299	9,569	4,276	1,553	204	84	110	23,035	7,152	9,723	4,173	1,328	151	136	685	3,933	
3	20,108	5,984	7,800	4,135	1,697	216	185	99	20,115	6,278	7,536	3,938	1,497	160	232	694	3,704	
4	16,984	6,397	4,932	3,971	1,244	70	37	322	16,994	6,091	5,051	3,888	1,389	91	40	492	4,162	
5	16,428	6,962	4,030	4,240	1,128	20	0	60	16,438	6,970	3,825	4,143	1,094	40	0	501	4,179	
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528	

Draft Plan 3 Percentages

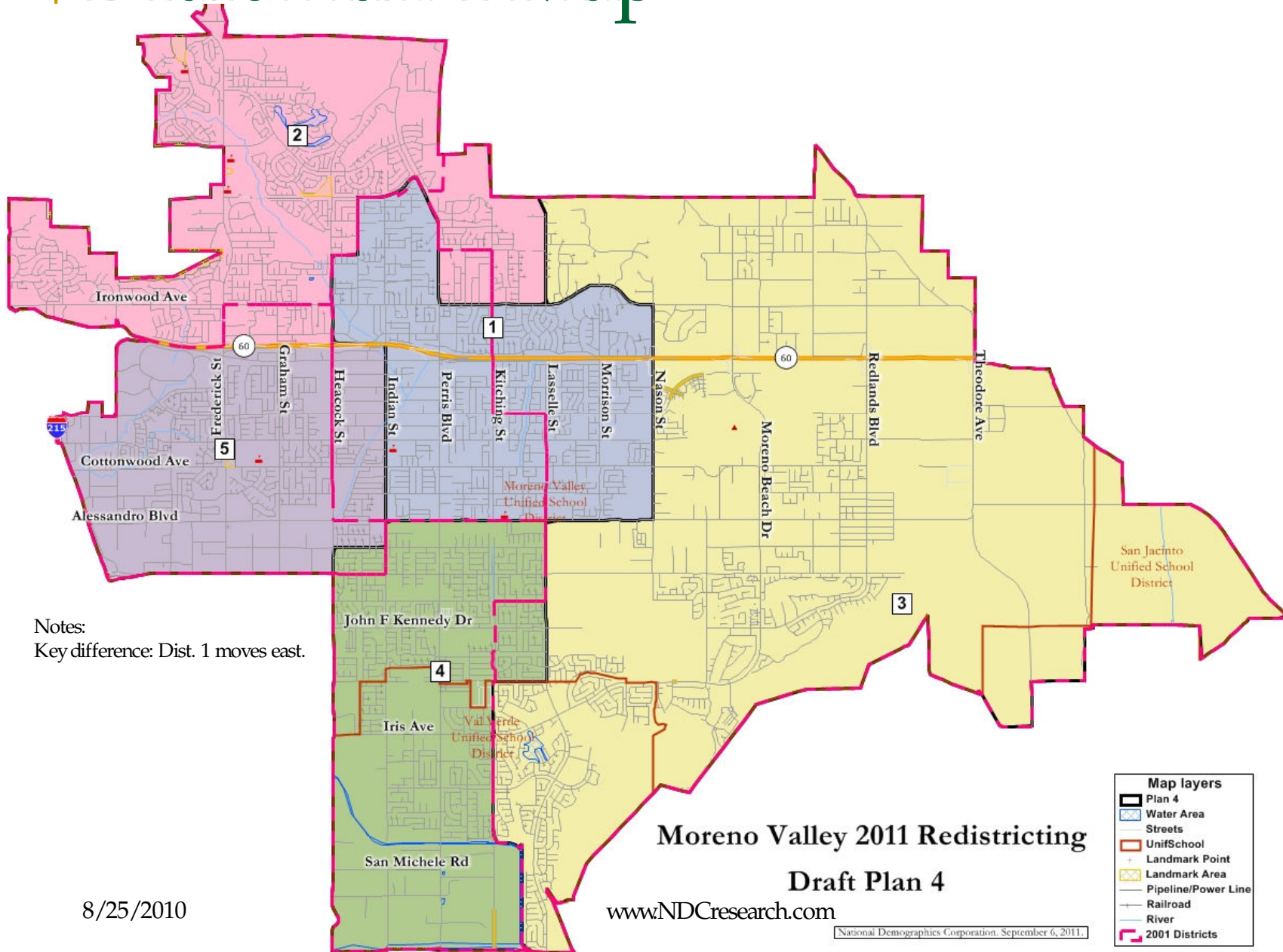
% Hisp.	% NH Wht	% NH DOJ Blk	% NH DOJ Ind	% NH DOJ Asn	% NH DOJ Hwn	% NH DOJ Oth	% NH DOJ OthMR
62.1%	15.8%	15.6%	0.5%	4.5%	0.5%	0.2%	0.8%
45.2%	27.4%	19.0%	0.5%	6.2%	0.5%	0.2%	1.0%
44.5%	25.0%	18.5%	0.6%	9.5%	0.5%	0.4%	1.0%
56.6%	13.7%	20.7%	0.4%	6.8%	0.6%	0.2%	0.9%
63.5%	12.7%	16.0%	0.4%	5.6%	0.8%	0.2%	0.9%
54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Asn + Fil. Vote.		
57.2%	19.8%	15.7%	0.5%	5.3%	0.6%	0.2%	0.7%	39.0%	1.3%	1.2%	2.5%	34.8%	1.0%	1.2%	2.2%
40.8%	31.6%	18.4%	0.6%	6.9%	0.5%	0.2%	0.9%	28.3%	1.8%	1.5%	3.3%	24.4%	1.5%	1.3%	2.8%
40.3%	29.0%	18.3%	0.6%	10.2%	0.4%	0.4%	0.8%	28.8%	2.2%	1.6%	3.8%	24.2%	1.7%	1.4%	3.1%
52.9%	16.6%	20.6%	0.4%	7.9%	0.6%	0.3%	0.7%	37.6%	2.0%	2.1%	4.1%	34.6%	1.7%	1.7%	3.5%
58.6%	15.9%	16.5%	0.4%	6.9%	0.7%	0.2%	0.8%	42.0%	2.0%	1.6%	3.6%	38.5%	1.6%	1.6%	3.2%
49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Special Tabulation								American Community Survey (ACS)								
% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
72.1%	41.7%	32.5%	19.3%	3.9%	1.1%	1.2%	0.5%	72.0%	42.2%	31.1%	19.6%	4.1%	0.6%	1.6%	1.8%	24.7%
84.1%	31.6%	41.4%	18.5%	6.7%	0.9%	0.4%	0.5%	83.9%	31.0%	42.2%	18.1%	5.8%	0.7%	0.6%	3.0%	17.1%
74.3%	29.8%	38.8%	20.6%	8.4%	1.1%	0.9%	0.5%	74.4%	31.2%	37.5%	19.6%	7.4%	0.8%	1.2%	3.5%	18.4%
66.3%	37.7%	29.0%	23.4%	7.3%	0.4%	0.2%	1.9%	66.3%	35.8%	29.7%	22.9%	8.2%	0.5%	0.2%	2.9%	24.5%
65.4%	42.4%	24.5%	25.8%	6.9%	0.1%	0.0%	0.4%	65.4%	42.4%	23.3%	25.2%	6.7%	0.2%	0.0%	3.0%	25.4%
72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%

Draft Plan 4 Map



Notes:
Key difference: Dist. 1 moves east.

Moreno Valley 2011 Redistricting Draft Plan 4

www.NDCresearch.com

National Demographics Corporation, September 6, 2011.

8/25/2010

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-360-

Item No. E.1

Draft Plan 4 Counts

Plan 4	Tot. Pop.	Dev.	% Dev.	NH				NH			
				Hisp	NH Wht	DOJ Blk	Ind	DOJ Asn	Hwn	DOJ Oth	NH DOJ OthMR
1	39,432	759	1.96%	22,992	6,950	6,124	238	2,424	245	116	343
2	38,504	-169	-0.44%	17,139	10,822	7,282	195	2,457	153	73	383
3	38,660	-13	-0.03%	16,306	8,580	8,980	174	3,856	221	133	410
4	38,349	-324	-0.84%	24,225	5,478	6,109	146	1,836	209	80	266
5	38,420	-253	-0.65%	24,507	4,743	6,233	160	2,059	272	78	368
Total	193,365	1,083	2.80%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
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 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 4	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
2	27,370	11,030	8,847	5,009	154	1,926	105	51	248	17,082	4,746	315	241	556	8,816	2,088	126	107	233
3	26,804	10,265	6,978	6,049	127	2,923	147	102	213	15,252	4,297	327	314	641	7,612	1,834	141	124	265
4	25,316	14,911	4,507	4,005	104	1,437	136	49	167	12,561	5,215	183	192	375	5,632	2,124	63	86	149
5	24,663	14,498	3,844	4,121	118	1,663	171	54	194	10,876	4,533	222	168	390	4,260	1,619	70	65	135
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Plan 4	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	19,737	7,531	6,692	4,114	1,046	74	207	75	19,976	7,550	6,862	3,862	1,016	74	298	489	4,255	
2	23,489	7,326	9,744	4,408	1,453	244	230	80	23,165	7,066	9,726	4,305	1,284	148	214	745	3,905	
3	18,372	5,322	6,665	4,023	1,911	179	42	238	19,033	5,901	6,802	4,041	1,663	157	137	577	3,698	
4	17,602	7,513	5,175	3,542	954	187	41	186	17,113	7,174	4,653	3,636	1,119	165	59	451	4,802	
5	15,871	6,646	4,045	4,090	981	20	0	105	15,740	6,589	3,834	3,916	990	16	0	444	3,869	
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528	

Draft Plan 4 Percentages

Plan 4	% Hisp.	% NH Wht	% NH DOJ Blk	% NH DOJ Ind	% NH DOJ Asn	% NH DOJ Hwn	% NH DOJ Oth	% NH DOJ OthMR
1	58.3%	17.6%	15.5%	0.6%	6.1%	0.6%	0.3%	0.9%
2	44.5%	28.1%	18.9%	0.5%	6.4%	0.4%	0.2%	1.0%
3	42.2%	22.2%	23.2%	0.5%	10.0%	0.6%	0.3%	1.1%
4	63.2%	14.3%	15.9%	0.4%	4.8%	0.5%	0.2%	0.7%
5	63.8%	12.3%	16.2%	0.4%	5.4%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 4	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	53.5%	21.3%	15.9%	0.7%	6.9%	0.6%	0.3%	0.8%	36.5%	1.8%	1.4%	3.2%	32.4%	1.6%	1.4%	2.9%
2	40.3%	32.3%	18.3%	0.6%	7.0%	0.4%	0.2%	0.9%	27.8%	1.8%	1.4%	3.3%	23.7%	1.4%	1.2%	2.6%
3	38.3%	26.0%	22.6%	0.5%	10.9%	0.5%	0.4%	0.8%	28.2%	2.1%	2.1%	4.2%	24.1%	1.9%	1.6%	3.5%
4	58.9%	17.8%	15.8%	0.4%	5.7%	0.5%	0.2%	0.7%	41.5%	1.5%	1.5%	3.0%	37.7%	1.1%	1.5%	2.6%
5	58.8%	15.6%	16.7%	0.5%	6.7%	0.7%	0.2%	0.8%	41.7%	2.0%	1.5%	3.6%	38.0%	1.6%	1.5%	3.2%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

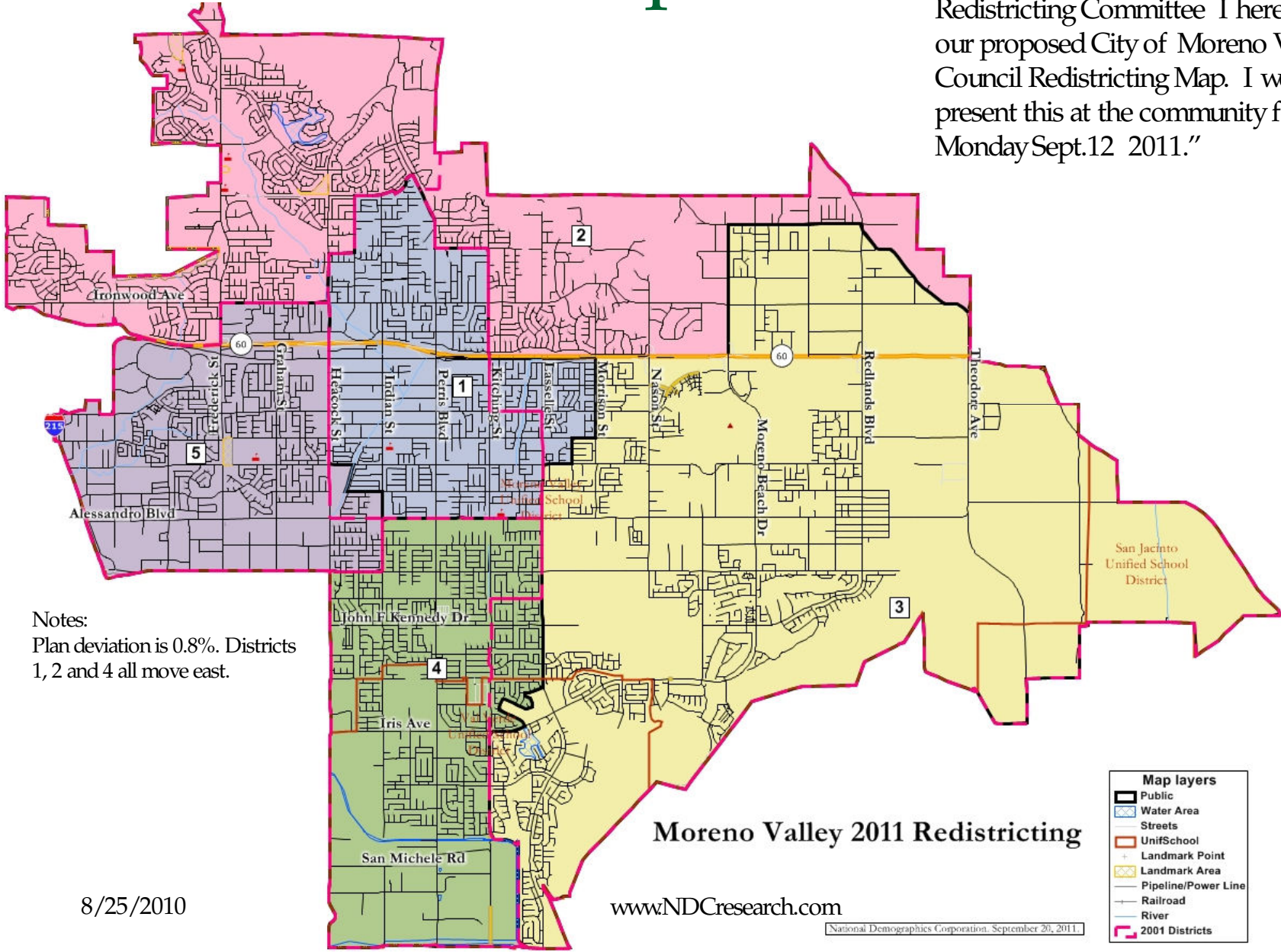
Plan 4	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	73.9%	38.2%	33.9%	20.8%	5.3%	0.4%	1.0%	0.4%	21.3%	74.8%	37.8%	34.4%	19.3%	5.1%	0.4%	1.5%	2.4%	21.3%
2	85.8%	31.2%	41.5%	18.8%	6.2%	1.0%	1.0%	0.3%	32.3%	84.6%	30.5%	42.0%	18.6%	5.5%	0.6%	0.9%	3.2%	18.3%
3	68.5%	29.0%	36.3%	21.9%	10.4%	1.0%	0.2%	1.3%	26.0%	71.0%	31.0%	35.7%	21.2%	8.7%	0.8%	0.7%	3.0%	22.6%
4	69.5%	42.7%	29.4%	20.1%	5.4%	1.1%	0.2%	1.1%	15.8%	67.6%	41.9%	27.2%	21.2%	6.5%	1.0%	0.3%	2.6%	15.8%
5	64.4%	41.9%	25.5%	25.8%	6.2%	0.1%	0.0%	0.7%	16.7%	63.8%	41.9%	24.4%	24.9%	6.3%	0.1%	0.0%	2.8%	16.7%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	22.8%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	22.8%

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Public Plan 1 Map

Submitter's comment:
"On behalf of The 2011 Moreno Valley Redistricting Committee I hereby submit our proposed City of Moreno Valley City Council Redistricting Map. I would like to present this at the community forum on Monday Sept.12 2011."



Notes:
Plan deviation is 0.8%. Districts 1, 2 and 4 all move east.

Moreno Valley 2011 Redistricting

www.NDCresearch.com

National Demographics Corporation, September 20, 2011.

8/25/2010

Public Plan 1 Counts

Public Plan 1	Tot. Pop.	Dev.	% Dev.	NH		NH DOJ		NH		NH DOJ	
				Hisp	NH Wht	Blk	Ind	Asn	Hwn	Oth	OthMR
1	38,685	12	0.03%	23,712	6,169	6,086	235	1,807	263	107	306
2	38,631	-42	-0.11%	17,160	11,789	6,297	204	2,601	136	79	365
3	38,546	-127	-0.33%	16,453	7,992	8,906	165	4,260	215	123	432
4	38,854	181	0.47%	24,316	5,555	6,395	154	1,850	208	96	280
5	38,649	-24	-0.06%	23,528	5,068	7,044	155	2,114	278	75	387
Total	193,365	308	0.80%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Public Plan 1	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg	Hisp. Reg	Asn. Reg	Fil. Reg	Asn + Fil. Reg	Tot. Vote	Hisp. Vote	Asn. Vote	Fil. Vote	Asn + Fil. Vc
2	27,903	11,205	9,673	4,305	90	1,821	81	44	18,301	5,126	360	255	615	9,821	2,312	158	119	277	
3	26,476	10,311	6,414	5,842	80	3,012	119	69	14,775	4,265	365	322	687	7,217	1,804	150	131	281	
4	25,685	14,981	4,573	4,106	66	1,369	132	56	12,841	5,267	179	203	382	5,789	2,149	61	87	148	
5	25,028	14,043	4,100	4,508	69	1,564	169	39	11,378	4,529	228	170	398	4,522	1,657	70	63	133	
Total	130,869	65,009	29,863	22,829	431	9,101	668	276	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977	

Public Plan 1	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	18,639	7,302	6,163	3,870	879	63	257	106	18,593	7,303	6,148	3,719	852	66	318	401	4,197	
2	23,818	7,443	10,480	3,987	1,465	264	104	76	23,554	7,327	10,317	3,856	1,290	143	122	768	4,234	
3	17,580	5,143	5,943	4,075	1,960	171	58	242	18,540	5,664	6,414	4,109	1,705	143	157	553	3,577	
4	17,920	7,553	5,374	3,584	989	187	41	186	17,308	7,144	4,792	3,659	1,165	161	61	438	4,772	
5	17,114	6,897	4,360	4,661	1,052	20	60	75	17,033	6,843	4,206	4,418	1,060	46	50	546	3,747	
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528	

Public Plan 1 Percentages

Public Plan 1	% Hisp.	% NH						% NH DOJ OthMR
		% NH Wht	% NH DOJ Blk	% NH DOJ Ind	% NH DOJ Asn	% NH DOJ Hwn	% NH DOJ Oth	
1	61.3%	15.9%	15.7%	0.6%	4.7%	0.7%	0.3%	0.8%
2	44.4%	30.5%	16.3%	0.5%	6.7%	0.4%	0.2%	0.9%
3	42.7%	20.7%	23.1%	0.4%	11.1%	0.6%	0.3%	1.1%
4	62.6%	14.3%	16.5%	0.4%	4.8%	0.5%	0.2%	0.7%
5	60.9%	13.1%	18.2%	0.4%	5.5%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
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 Haw or Hwn = Hawaiian and Pacific Islander
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 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

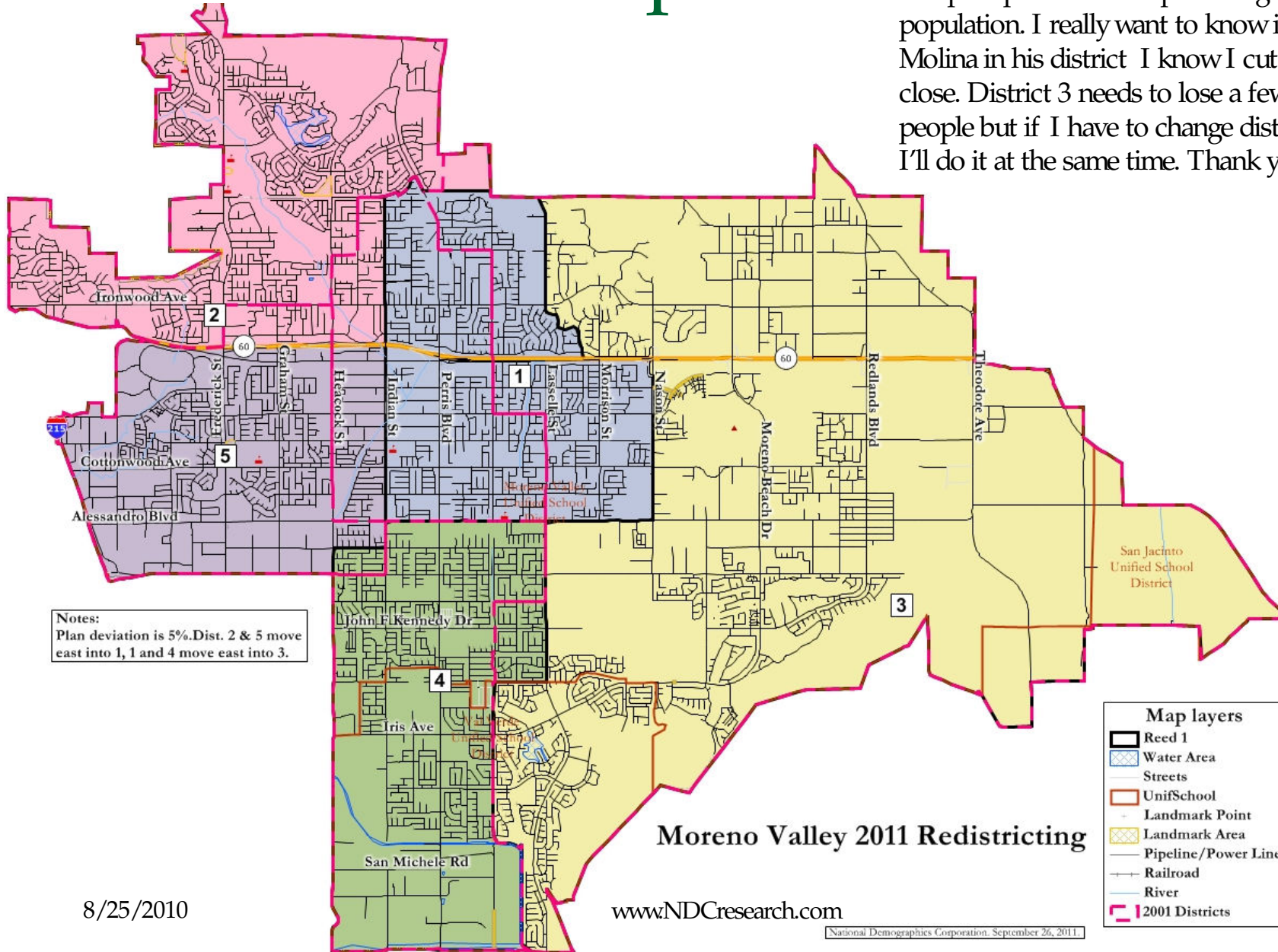
Public Plan 1	% H18+ Pop	% NH18+						% NH18+ DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
		% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth									
1	56.1%	19.8%	15.8%	0.5%	5.2%	0.6%	0.3%	0.0%	37.8%	1.3%	1.3%	2.7%	33.8%	1.1%	1.3%	2.5%
2	40.2%	34.7%	15.4%	0.3%	6.5%	0.3%	0.2%	0.0%	28.0%	2.0%	1.4%	3.4%	23.5%	1.6%	1.2%	2.8%
3	38.9%	24.2%	22.1%	0.3%	11.4%	0.4%	0.3%	0.0%	28.9%	2.5%	2.2%	4.6%	25.0%	2.1%	1.8%	3.9%
4	58.3%	17.8%	16.0%	0.3%	5.3%	0.5%	0.2%	0.0%	41.0%	1.4%	1.6%	3.0%	37.1%	1.1%	1.5%	2.6%
5	56.1%	16.4%	18.0%	0.3%	6.2%	0.7%	0.2%	0.0%	39.8%	2.0%	1.5%	3.5%	36.6%	1.5%	1.4%	2.9%
Total	49.7%	22.8%	17.4%	0.3%	7.0%	0.5%	0.2%	0.0%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Public Plan 1	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	72.3%	39.2%	33.1%	20.8%	4.7%	0.3%	1.4%	0.6%	0.7%	72.1%	39.3%	33.1%	20.0%	4.6%	0.4%	1.7%	2.2%	22.6%
2	85.4%	31.3%	44.0%	16.7%	6.1%	1.1%	0.4%	0.3%	0.5%	84.4%	31.1%	43.8%	16.4%	5.5%	0.6%	0.5%	3.3%	18.0%
3	66.4%	29.3%	33.8%	23.2%	11.2%	1.0%	0.3%	1.4%	0.8%	70.0%	30.6%	34.6%	22.2%	9.2%	0.8%	0.8%	3.0%	19.3%
4	69.8%	42.1%	30.0%	20.0%	5.5%	1.0%	0.2%	1.0%	0.9%	67.4%	41.3%	27.7%	21.1%	6.7%	0.9%	0.4%	2.5%	27.6%
5	68.4%	40.3%	25.5%	27.2%	6.1%	0.1%	0.4%	0.4%	0.3%	68.1%	40.2%	24.7%	25.9%	6.2%	0.3%	0.3%	3.2%	22.0%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	0.6%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%

Public Plan 2 Map

Submitter's comment:

"This is my first preliminary map. What is the excepted plus or minus percentage for population. I really want to know if I kept Molina in his district I know I cut that one close. District 3 needs to lose a few more people but if I have to change district 1 anyway I'll do it at the same time. Thank you!"



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Public Plan 2 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	NH								
				Hisp	NH Wht	NH DOJ Blk	Ind	Asn	Hwn	Oth	NH DOJ OthMR	
1	38,368	-305	-0.79%	22,056	6,878	6,089	224	2,430	238	114	339	
2	38,178	-495	-1.28%	17,347	10,448	7,200	200	2,373	158	73	379	
3	40,050	1,377	3.56%	17,034	9,026	9,097	183	3,934	223	135	418	
4	38,349	-324	-0.84%	24,225	5,478	6,109	146	1,836	209	80	266	
5	38,420	-253	-0.65%	24,507	4,743	6,233	160	2,059	272	78	368	
Total	193,365	1,872	4.84%	105,169	36,573	34,728	913	12,632	1,100	480	1,770	
Ideal	38,673											

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
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 Haw or Hwn = Hawaiian and Pacific Islander
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 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	NH18+										Asn +					Asi				
	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	F Vote.		
1	26,147	13,808	12,339	5,637	4,140	108	1,716	155	65	14,065	5,063	255	189	444	6,709	2,136	99	88	187	
2	26,978	11,071	15,907	8,546	4,778	101	1,698	94	38	16,541	4,653	305	245	550	8,374	2,012	123	107	230	
3	27,765	10,721	17,044	7,329	5,987	86	2,790	129	83	15,876	4,496	335	323	658	7,969	1,921	148	128	276	
4	25,316	14,911	10,405	4,507	3,918	63	1,355	128	46	12,561	5,215	183	192	375	5,632	2,124	63	86	149	
5	24,663	14,498	10,165	3,844	4,006	73	1,542	162	44	10,876	4,533	222	168	390	4,260	1,619	70	65	135	
Total	130,869	65,009	65,860	29,863	22,829	431	9,101	668	276	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977	

Dist.	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	19,521	7,384	6,427	4,150	1,008	111	375	68	19,545	7,245	6,574	3,837	1,064	79	399	518	4,175	
2	22,818	7,229	9,534	4,304	1,397	206	62	81	22,790	7,072	9,674	4,231	1,203	143	113	673	3,846	
3	19,259	5,566	7,139	4,091	2,004	180	42	244	19,840	6,200	7,142	4,139	1,696	157	137	620	3,836	
4	17,602	7,513	5,175	3,542	954	187	41	186	17,113	7,174	4,653	3,636	1,119	165	59	451	4,802	
5	15,871	6,646	4,045	4,090	981	20	0	105	15,740	6,589	3,834	3,916	990	16	0	444	3,869	
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528	

Public Plan 2 Percentages

Dist.	% Hisp.	% NH				% NH DOJ		% NH DOJ OthMR
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth	
1	57.5%	17.9%	15.9%	0.6%	6.3%	0.6%	0.3%	0.9%
2	45.4%	27.4%	18.9%	0.5%	6.2%	0.4%	0.2%	1.0%
3	42.5%	22.5%	22.7%	0.5%	9.8%	0.6%	0.3%	1.0%
4	63.2%	14.3%	15.9%	0.4%	4.8%	0.5%	0.2%	0.7%
5	63.8%	12.3%	16.2%	0.4%	5.4%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
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 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

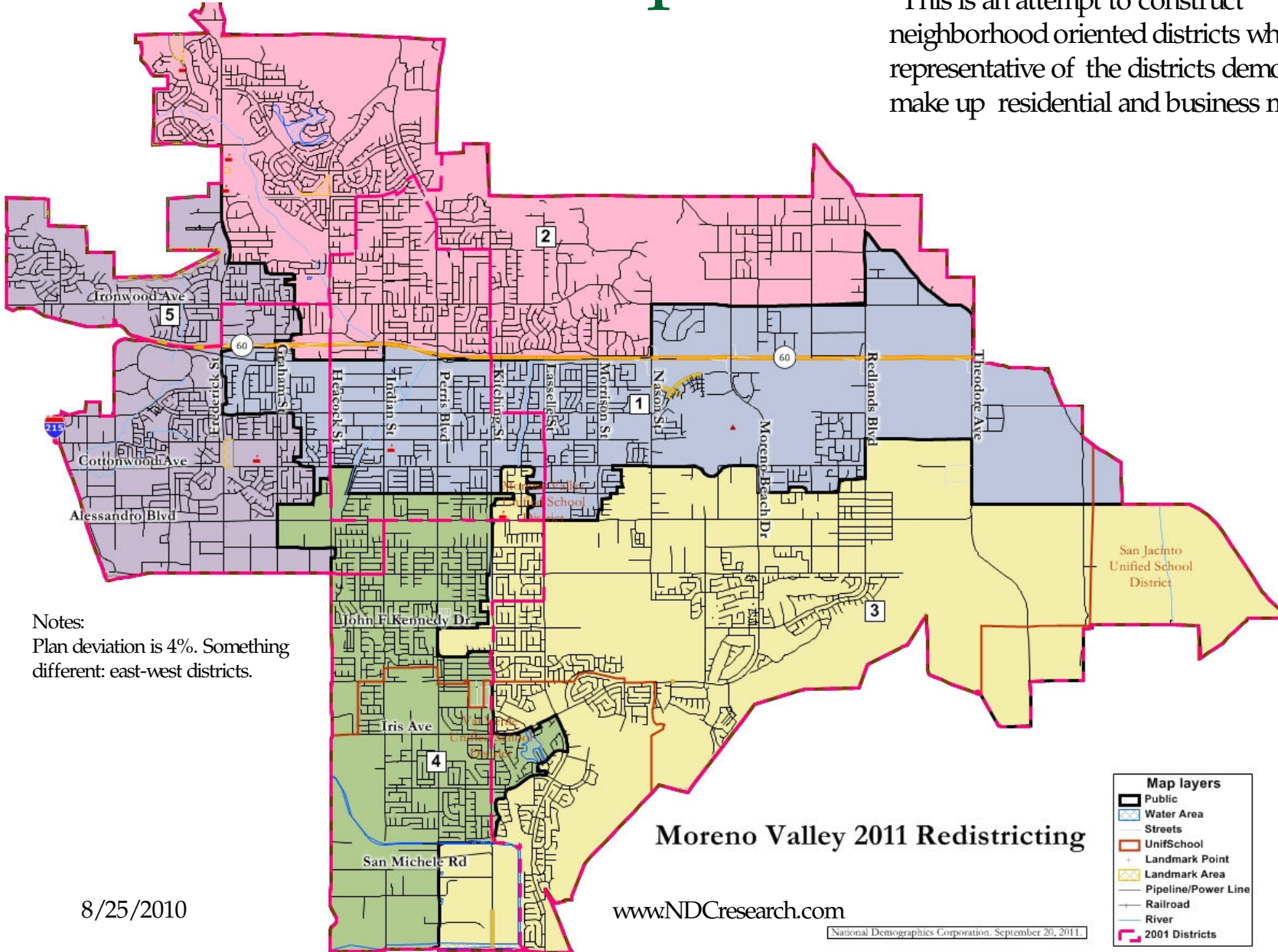
Dist.	% H18+ Pop	% NH18+				% NH18+ DOJ		% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.	
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth									OthMR
1	52.8%	47.2%	21.6%	15.8%	0.4%	6.6%	0.6%	0.2%	36.0%	1.8%	1.3%	3.2%	31.8%	1.5%	1.3%	2.8%
2	41.0%	59.0%	31.7%	17.7%	0.4%	6.3%	0.3%	0.1%	28.1%	1.8%	1.5%	3.3%	24.0%	1.5%	1.3%	2.7%
3	38.6%	61.4%	26.4%	21.6%	0.3%	10.0%	0.5%	0.3%	28.3%	2.1%	2.0%	4.1%	24.1%	1.9%	1.6%	3.5%
4	58.9%	41.1%	17.8%	15.5%	0.2%	5.4%	0.5%	0.2%	41.5%	1.5%	1.5%	3.0%	37.7%	1.1%	1.5%	2.6%
5	58.8%	41.2%	15.6%	16.2%	0.3%	6.3%	0.7%	0.2%	41.7%	2.0%	1.5%	3.6%	38.0%	1.6%	1.5%	3.2%
Total	49.7%	50.3%	22.8%	17.4%	0.3%	7.0%	0.5%	0.2%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Dist.	Special Tabulation								American Community Survey (ACS)							
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP
1	74.7%	37.8%	32.9%	21.3%	5.2%	0.6%	1.9%	0.3%	74.8%	37.1%	33.6%	19.6%	5.4%	0.4%	2.0%	2.6%
2	84.6%	31.7%	41.8%	18.9%	6.1%	0.9%	0.3%	0.4%	84.5%	31.0%	42.4%	18.6%	5.3%	0.6%	0.5%	3.0%
3	69.4%	28.9%	37.1%	21.2%	10.4%	0.9%	0.2%	1.3%	71.5%	31.2%	36.0%	20.9%	8.5%	0.8%	0.7%	3.1%
4	69.5%	42.7%	29.4%	20.1%	5.4%	1.1%	0.2%	1.1%	67.6%	41.9%	27.2%	21.2%	6.5%	1.0%	0.3%	2.6%
5	64.4%	41.9%	25.5%	25.8%	6.2%	0.1%	0.0%	0.7%	63.8%	41.9%	24.4%	24.9%	6.3%	0.1%	0.0%	2.8%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%

Public Plan 3 Map

Submitter's comment:

"This is an attempt to construct neighborhood oriented districts which is representative of the districts demographic make up residential and business makeups."



Notes:
Plan deviation is 4%. Something different: east-west districts.

Moreno Valley 2011 Redistricting

www.NDCresearch.com

National Demographics Corporation, September 20, 2011.

8/25/2010

Public Plan 3 Counts

Public Plan 3	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ
				Hisp	NH Wht	Blk	Ind	Asn	Hwn	Oth	OthMR
1	38,760	87	0.22%	22,987	5,972	6,343	190	2,562	246	119	341
2	39,395	722	1.87%	18,170	11,823	6,230	242	2,288	194	81	367
3	37,987	-686	-1.77%	18,009	7,231	8,511	182	3,318	234	131	371
4	38,661	-12	-0.03%	24,051	5,216	6,594	144	2,068	218	73	297
5	38,562	-111	-0.29%	21,952	6,331	7,050	155	2,396	208	76	394
Total	193,365	1,408	3.64%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Public Plan 3	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg	Hisp. Reg	Asn. Reg	Fil. Reg	Asn + Fil. Reg	Tot. Vote	Hisp. Vote	Asn. Vote	Fil. Vote	Asn + Fil. Vc
2	28,269	11,696	9,758	4,407	188	1,792	136	55	237	18,428	5,207	333	222	555	10,001	2,335	156	106	262
3	25,702	11,172	5,845	5,591	128	2,532	154	89	191	14,061	4,471	304	252	556	6,661	1,866	129	97	226
4	25,399	14,753	4,232	4,353	97	1,589	140	50	185	12,187	5,021	188	211	399	5,373	2,012	68	86	154
5	25,588	13,311	5,140	4,672	116	1,922	144	55	228	12,516	4,514	276	215	491	5,152	1,681	76	81	157
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Public Plan 3	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	17,990	6,679	5,739	4,126	1,135	106	119	97		17,877	6,691	5,524	4,009	1,076	103	131	469	4,044
2	23,834	7,567	10,157	4,348	1,236	224	230	62		23,763	7,543	10,086	4,209	1,064	87	305	770	3,990
3	18,061	5,861	5,780	4,115	2,025	97	60	142		18,126	6,107	5,733	3,986	1,819	96	139	454	3,939
4	16,950	7,324	4,807	3,584	729	193	51	264		16,953	7,062	4,783	3,649	917	167	56	465	4,756
5	18,235	6,907	5,837	4,003	1,220	85	60	119		18,309	6,878	5,752	3,907	1,196	106	78	548	3,799
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Public Plan 3 Percentages

Public Plan 3	% Hisp.	% NH						
		% Nht	% DOJ Blk	% DOJ Ind	% DOJ Asn	% DOJ Hwn	% DOJ Oth	% DOJ OthMR
1	59.3%	15.4%	16.4%	0.5%	6.6%	0.6%	0.3%	0.9%
2	46.1%	30.0%	15.8%	0.6%	5.8%	0.5%	0.2%	0.9%
3	47.4%	19.0%	22.4%	0.5%	8.7%	0.6%	0.3%	1.0%
4	62.2%	13.5%	17.1%	0.4%	5.3%	0.6%	0.2%	0.8%
5	56.9%	16.4%	18.3%	0.4%	6.2%	0.5%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

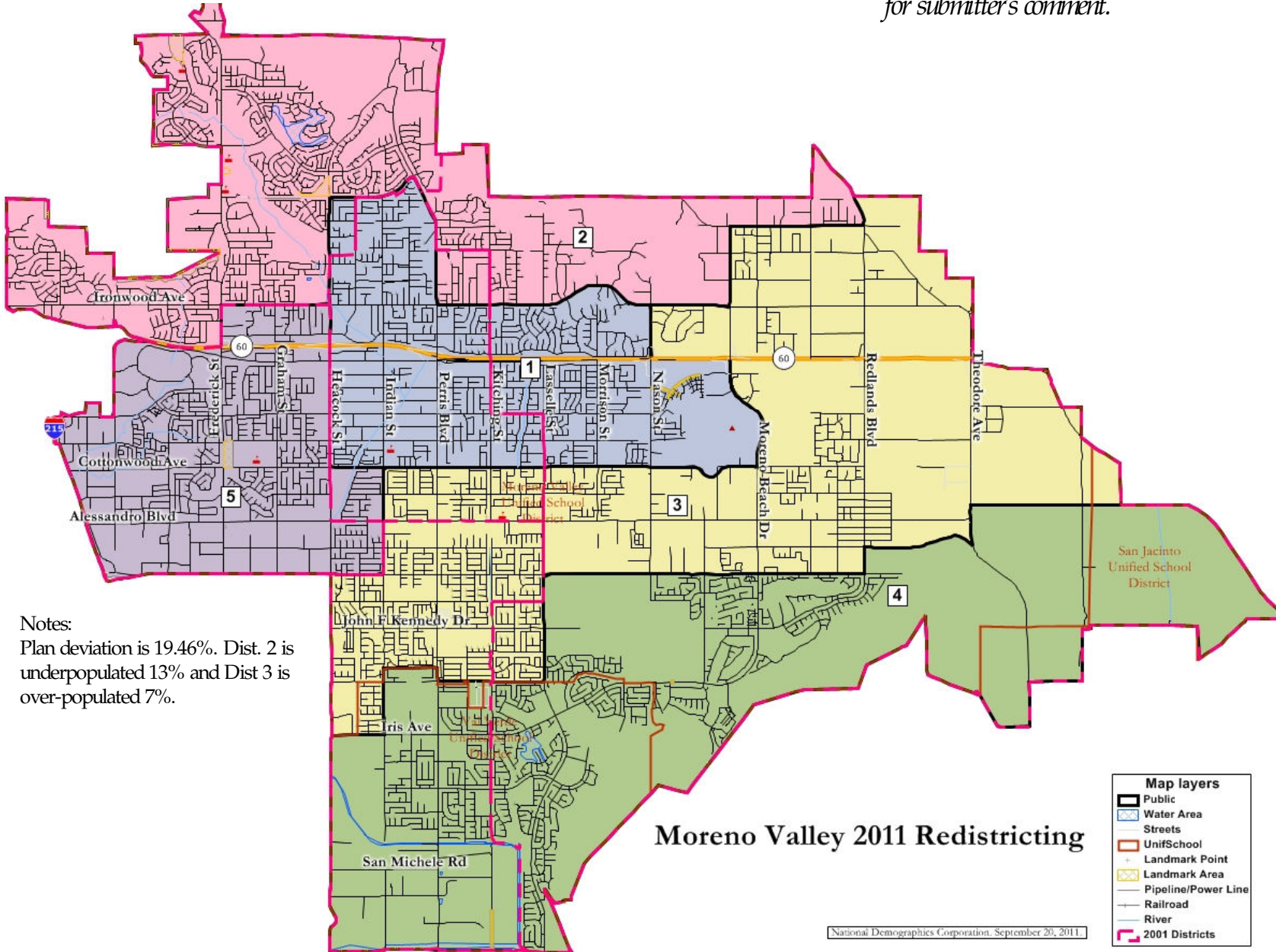
Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Public Plan 3	% NH18+									% NH18+				% NH18+			
	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR	% Hisp. Reg	% Asn. Reg	% Fil. Reg	% Asn + Fil. Reg	Hisp. Vote	Asn. Vote	Fil. Vote	Asn + Fil. Vote	
1	54.3%	18.9%	17.0%	0.6%	7.6%	0.6%	0.3%	0.7%	37.3%	1.6%	1.7%	3.3%	33.3%	1.3%	1.8%	3.1%	
2	41.4%	34.5%	15.6%	0.7%	6.3%	0.5%	0.2%	0.8%	28.3%	1.8%	1.2%	3.0%	23.3%	1.6%	1.1%	2.6%	
3	43.5%	22.7%	21.8%	0.5%	9.9%	0.6%	0.3%	0.7%	31.8%	2.2%	1.8%	4.0%	28.0%	1.9%	1.5%	3.4%	
4	58.1%	16.7%	17.1%	0.4%	6.3%	0.6%	0.2%	0.7%	41.2%	1.5%	1.7%	3.3%	37.4%	1.3%	1.6%	2.9%	
5	52.0%	20.1%	18.3%	0.5%	7.5%	0.6%	0.2%	0.9%	36.1%	2.2%	1.7%	3.9%	32.6%	1.5%	1.6%	3.0%	
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%	

Public Plan 3	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	69.4%	37.1%	31.9%	22.9%	6.3%	0.6%	0.7%	0.5%	69.0%	37.4%	30.9%	22.4%	6.0%	0.6%	0.7%	2.6%	22.6%	
2	84.3%	31.8%	42.6%	18.2%	5.2%	0.9%	1.0%	0.3%	84.1%	31.7%	42.4%	17.7%	4.5%	0.4%	1.3%	3.2%	16.8%	
3	70.3%	32.4%	32.0%	22.8%	11.2%	0.5%	0.3%	0.8%	70.5%	33.7%	31.6%	22.0%	10.0%	0.5%	0.8%	2.5%	21.7%	
4	66.7%	43.2%	28.4%	21.1%	4.3%	1.1%	0.3%	1.6%	66.7%	41.7%	28.2%	21.5%	5.4%	1.0%	0.3%	2.7%	28.1%	
5	71.3%	37.9%	32.0%	22.0%	6.7%	0.5%	0.3%	0.7%	71.6%	37.6%	31.4%	21.3%	6.5%	0.6%	0.4%	3.0%	20.8%	
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%	

Public Plan 4

See letter from Mr. Bleckert
for submitter's comment.



Notes:
Plan deviation is 19.46%. Dist. 2 is underpopulated 13% and Dist 3 is over-populated 7%.

Moreno Valley 2011 Redistricting

National Demographics Corporation, September 20, 2011

Public Plan 4 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ
1	40,047	1,374	3.55%	23,337	7,050	6,329	250	2,368	232	124	357
2	33,724	-4,949	-12.80%	14,620	10,386	5,657	164	2,372	131	63	331
3	41,248	2,575	6.66%	24,589	7,521	6,126	195	2,173	221	111	312
4	38,875	202	0.52%	18,585	6,434	9,430	143	3,571	226	105	381
5	39,471	798	2.06%	24,038	5,182	7,186	161	2,148	290	77	389
Total	193,365	7,524	19.46%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	H18+ Pop	NH18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
2	24,509	9,568	8,590	4,008	127	1,864	94	45	213	16,118	4,379	309	237	546	8,645	1,982	123	107	230
3	27,723	15,215	6,242	4,051	138	1,681	147	73	176	14,598	5,649	180	208	388	6,856	2,312	74	94	168
4	26,123	11,558	5,081	6,248	99	2,706	147	75	209	13,868	4,432	353	290	643	6,512	1,844	141	112	253
5	25,567	14,350	4,194	4,735	121	1,719	179	51	218	11,600	4,606	236	172	408	4,610	1,685	76	64	140
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Dist.	Special Tabulation									American Community Survey (ACS)									
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	
1	19,662	7,428	6,706	4,165	1,038	61	139	121		19,682	7,373	6,817	3,899	959	75	235	541	3,961	
2	21,021	6,314	9,283	3,563	1,366	253	170	69		20,718	6,250	9,027	3,536	1,212	131	164	640	3,722	
3	19,409	7,563	6,876	3,308	1,128	290	104	145		19,422	7,719	6,225	3,687	1,149	216	172	475	5,031	
4	17,606	6,007	5,015	4,436	1,752	80	47	274		17,863	5,951	5,512	4,174	1,665	91	88	498	3,974	
5	17,373	7,026	4,440	4,704	1,061	20	60	75		17,343	6,988	4,295	4,464	1,087	46	50	552	3,839	
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528	

Public Plan 4 Percentages

Dist.	% Hisp.	% NH					% NH	
		% Wht	% DOJ Blk	% DOJ Ind	% DOJ Asn	% DOJ Hwn	% DOJ Oth	% DOJ OthMR
1	58.3%	17.6%	15.8%	0.6%	5.9%	0.6%	0.3%	0.9%
2	43.4%	30.8%	16.8%	0.5%	7.0%	0.4%	0.2%	1.0%
3	59.6%	18.2%	14.9%	0.5%	5.3%	0.5%	0.3%	0.8%
4	47.8%	16.6%	24.3%	0.4%	9.2%	0.6%	0.3%	1.0%
5	60.9%	13.1%	18.2%	0.4%	5.4%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

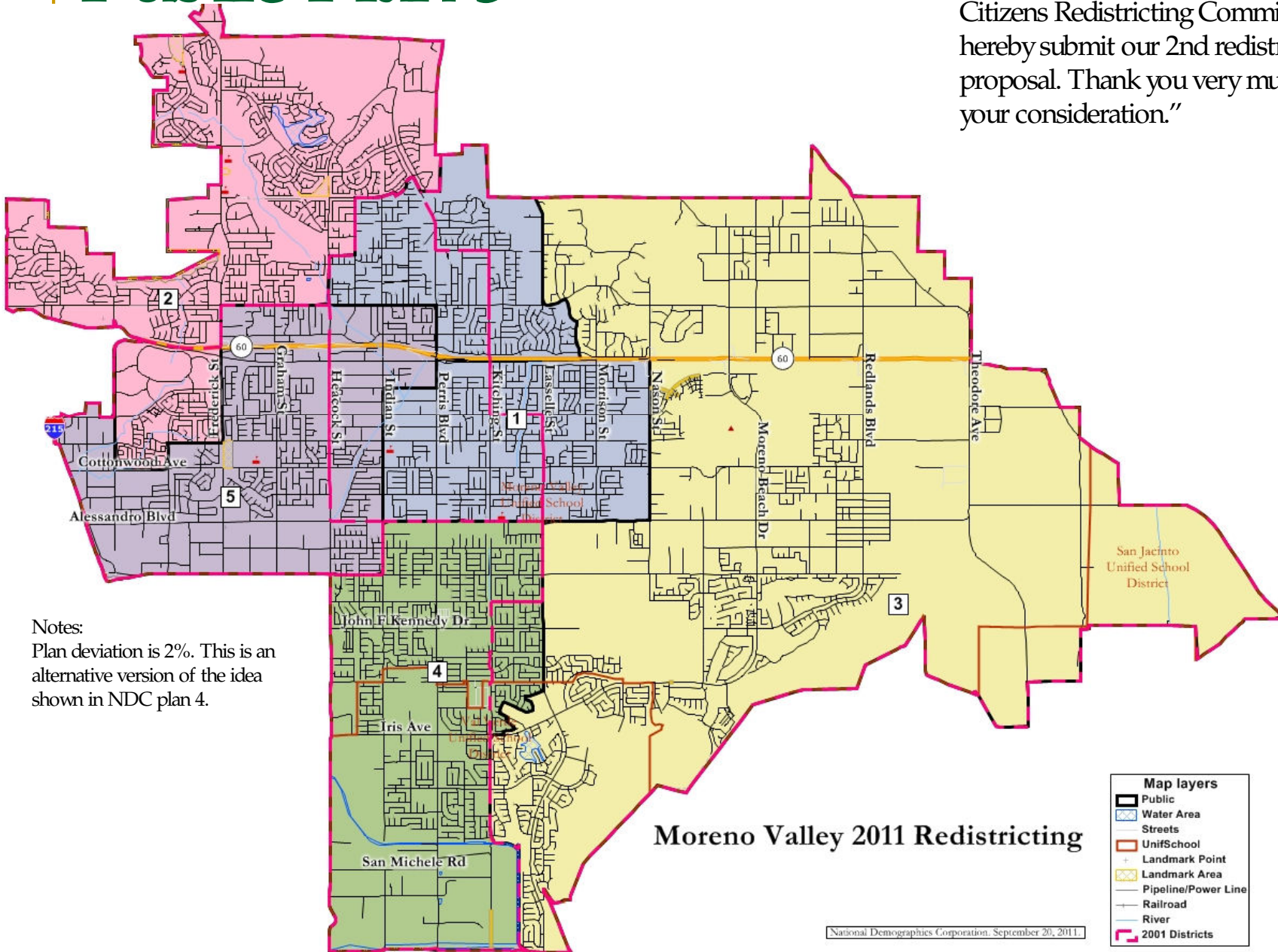
Abbreviations:
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 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% NH18+									% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR									
1	53.1%	21.4%	16.3%	0.7%	6.8%	0.6%	0.3%	0.8%	35.6%	1.6%	1.5%	3.1%	31.5%	1.4%	1.5%	2.9%	
2	39.0%	35.0%	16.4%	0.5%	7.6%	0.4%	0.2%	0.9%	27.2%	1.9%	1.5%	3.4%	22.9%	1.4%	1.2%	2.7%	
3	54.9%	22.5%	14.6%	0.5%	6.1%	0.5%	0.3%	0.6%	38.7%	1.2%	1.4%	2.7%	33.7%	1.1%	1.4%	2.5%	
4	44.2%	19.5%	23.9%	0.4%	10.4%	0.6%	0.3%	0.8%	32.0%	2.5%	2.1%	4.6%	28.3%	2.2%	1.7%	3.9%	
5	56.1%	16.4%	18.5%	0.5%	6.7%	0.7%	0.2%	0.9%	39.7%	2.0%	1.5%	3.5%	36.6%	1.6%	1.4%	3.0%	
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%	

Dist.	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	73.0%	37.8%	34.1%	21.2%	5.3%	0.3%	0.7%	0.6%	73.0%	37.5%	34.6%	19.8%	4.9%	0.4%	1.2%	2.7%	2	
2	85.8%	30.0%	44.2%	16.9%	6.5%	1.2%	0.8%	0.3%	84.5%	30.2%	43.6%	17.1%	5.9%	0.6%	0.8%	3.1%	1	
3	70.0%	39.0%	35.4%	17.0%	5.8%	1.5%	0.5%	0.7%	70.1%	39.7%	32.1%	19.0%	5.9%	1.1%	0.9%	2.4%	2	
4	67.4%	34.1%	28.5%	25.2%	10.0%	0.5%	0.3%	1.6%	68.4%	33.3%	30.9%	23.4%	9.3%	0.5%	0.5%	2.8%	2	
5	67.9%	40.4%	25.6%	27.1%	6.1%	0.1%	0.3%	0.4%	67.8%	40.3%	24.8%	25.7%	6.3%	0.3%	0.3%	3.2%	2	
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	2	

Public Plan 5

Submitter's comment:
"On behalf of the Moreno Valley Citizens Redistricting Committee we hereby submit our 2nd redistricting proposal. Thank you very much for your consideration."



Notes:
Plan deviation is 2%. This is an alternative version of the idea shown in NDC plan 4.

Public Plan 5 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	NH			NH			NH		
				DOJ	NH DOJ	Wht	DOJ	NH DOJ	Wht	DOJ	NH DOJ	Wht
1	38,796	123	0.32%	22,173	7,301	5,917	249	2,477	237	117	325	
2	38,840	167	0.43%	17,371	10,226	7,229	177	3,194	140	78	425	
3	38,078	-595	-1.54%	16,012	8,760	8,571	170	3,827	214	120	404	
4	38,679	6	0.02%	24,231	5,519	6,368	154	1,831	203	93	280	
5	38,972	299	0.77%	25,382	4,767	6,643	163	1,303	306	72	336	
Total	193,365	894	2.31%	105,169	36,573	34,728	913	12,632	1,100	480	1,770	
Ideal	38,673											

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	H18+ Pop	NH18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Asn + Fil. Reg.	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn. Vote.
2	27,581	11,188	8,294	4,997	134	2,536	100	54	278	16,888	4,934	395	297	692	8,450	2,138	140	125	265
3	26,425	10,088	7,100	5,769	129	2,893	141	94	211	15,053	4,243	333	302	635	7,574	1,821	147	122	269
4	25,569	14,932	4,546	4,180	106	1,439	136	57	173	12,785	5,250	179	202	381	5,759	2,139	61	87	148
5	24,794	14,924	3,937	4,347	130	1,048	186	51	171	10,885	4,412	117	134	251	4,275	1,550	50	57	107
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Dist.	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	19,779	7,397	6,668	4,169	997	110	367	68	88	19,905	7,285	6,878	3,869	1,055	75	361	545	4,327
2	21,923	6,863	8,885	4,251	1,631	204	0	88	88	21,807	6,672	8,940	4,182	1,462	121	54	597	3,900
3	18,175	5,147	6,819	3,820	1,931	179	42	244	244	18,896	5,878	6,847	3,924	1,612	153	135	592	3,636
4	17,825	7,517	5,347	3,560	982	187	41	186	186	17,229	7,117	4,769	3,639	1,158	160	61	436	4,755
5	17,369	7,414	4,600	4,377	804	23	70	98	98	17,191	7,328	4,443	4,146	786	50	97	536	3,910
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Public Plan 5 Percentages

Dist.	% Hisp.	% NH		% NH		% NH		% NH	
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth	OthMR	
1	57.2%	18.8%	15.3%	0.6%	6.4%	0.6%	0.3%	0.8%	
2	44.7%	26.3%	18.6%	0.5%	8.2%	0.4%	0.2%	1.1%	
3	42.1%	23.0%	22.5%	0.4%	10.1%	0.6%	0.3%	1.1%	
4	62.6%	14.3%	16.5%	0.4%	4.7%	0.5%	0.2%	0.7%	
5	65.1%	12.2%	17.0%	0.4%	3.3%	0.8%	0.2%	0.9%	
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%	

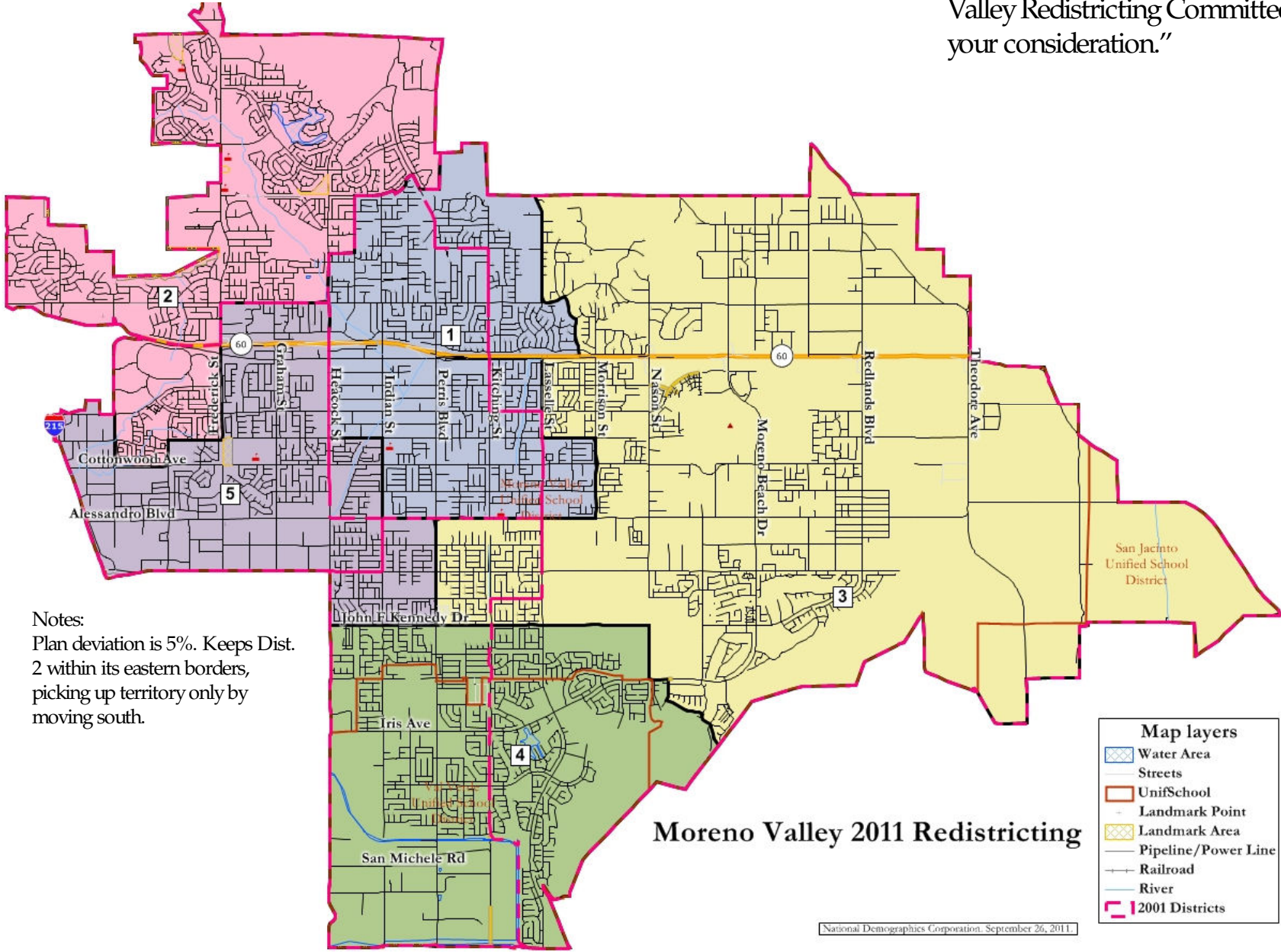
Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% NH18+		% NH18+		% NH18+		% NH18+		% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR								
1	52.4%	22.6%	15.6%	0.7%	7.1%	0.6%	0.3%	0.7%	35.8%	1.9%	1.3%	3.2%	31.4%	1.5%	1.2%	2.7%
2	40.6%	30.1%	18.1%	0.5%	9.2%	0.4%	0.2%	1.0%	29.2%	2.3%	1.8%	4.1%	25.3%	1.7%	1.5%	3.1%
3	38.2%	26.9%	21.8%	0.5%	10.9%	0.5%	0.4%	0.8%	28.2%	2.2%	2.0%	4.2%	24.0%	1.9%	1.6%	3.6%
4	58.4%	17.8%	16.3%	0.4%	5.6%	0.5%	0.2%	0.7%	41.1%	1.4%	1.6%	3.0%	37.1%	1.1%	1.5%	2.6%
5	60.2%	15.9%	17.5%	0.5%	4.2%	0.8%	0.2%	0.7%	40.5%	1.1%	1.2%	2.3%	36.3%	1.2%	1.3%	2.5%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Dist.	Special Tabulation								American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	74.6%	37.4%	33.7%	21.1%	5.0%	0.6%	1.9%	0.3%	75.1%	36.6%	34.6%	19.4%	5.3%	0.4%	1.8%	2.7%	21.7%
2	79.5%	31.3%	40.5%	19.4%	7.4%	0.9%	0.0%	0.4%	79.1%	30.6%	41.0%	19.2%	6.7%	0.6%	0.2%	2.7%	17.9%
3	68.8%	28.3%	37.5%	21.0%	10.6%	1.0%	0.2%	1.3%	71.5%	31.1%	36.2%	20.8%	8.5%	0.8%	0.7%	3.1%	19.2%
4	69.7%	42.2%	30.0%	20.0%	5.5%	1.0%	0.2%	1.0%	67.4%	41.3%	27.7%	21.1%	6.7%	0.9%	0.4%	2.5%	27.6%
5	70.1%	42.7%	26.5%	25.2%	4.6%	0.1%	0.4%	0.6%	69.3%	42.6%	25.8%	24.1%	4.6%	0.3%	0.6%	3.3%	22.7%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%

Public Plan 6

Submitter's comment:
 "Plan # 3 submitted by the Moreno Valley Redistricting Committee for your consideration."



Notes:
 Plan deviation is 5%. Keeps Dist. 2 within its eastern borders, picking up territory only by moving south.

Moreno Valley 2011 Redistricting

Map layers

- Water Area
- Streets
- UnifSchool
- Landmark Point
- Landmark Area
- Pipeline/Power Line
- Railroad
- River
- 2001 Districts

National Demographics Corporation, September 26, 2011.

Public Plan 6 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ
				Hisp	NH Wht	Blk	Ind	Asn	Hwn	Oth	OthMR
1	39,125	452	1.17%	23,130	7,227	5,974	249	1,891	232	93	329
2	38,840	167	0.43%	17,371	10,226	7,229	177	3,194	140	78	425
3	37,329	-1,344	-3.48%	17,242	8,699	7,090	192	3,433	181	145	347
4	39,350	677	1.75%	22,220	5,433	8,159	146	2,709	242	97	344
5	38,721	48	0.12%	25,206	4,988	6,276	149	1,405	305	67	325
Total	193,365	2,021	5.23%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Asn + Fil. Reg.	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Fi
1	26,469	14,283	5,959	4,135	186	1,483	169	64	190	13,904	4,991	228	158	386	6,470	2,016	90	67	157
2	27,581	11,188	8,294	4,997	134	2,536	100	54	278	16,888	4,934	395	297	692	8,450	2,138	140	125	265
3	26,008	10,867	7,163	4,822	140	2,600	120	99	197	15,141	4,556	292	257	549	7,727	1,955	120	127	247
4	25,862	13,625	4,319	5,330	104	2,071	157	67	189	12,762	4,782	252	274	526	5,722	1,980	97	100	197
5	24,949	15,046	4,128	4,147	118	1,109	184	48	169	11,224	4,697	133	131	264	4,575	1,723	56	55	111
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Dist.	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	Ind CVAP	Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	19,807	7,789	6,724	4,022	732	91	346	102		19,878	7,666	6,935	3,777	806	66	372	512	4,292
2	21,923	6,863	8,885	4,251	1,631	204	0	88		21,807	6,672	8,940	4,182	1,462	121	54	597	3,900
3	18,999	5,694	7,458	3,615	1,805	250	76	118		18,967	6,241	6,781	3,729	1,538	156	182	533	3,749
4	17,132	6,446	4,964	4,021	1,258	70	38	324		17,153	6,145	5,098	3,928	1,405	92	40	496	4,197
5	17,210	7,546	4,289	4,267	919	89	60	53		17,223	7,557	4,124	4,145	862	124	59	568	4,389
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Public Plan 6 Percentages

Dist.	% Hisp.	% NH		% NH		% NH		% NH
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ OthMR
1	59.1%	18.5%	15.3%	0.6%	4.8%	0.6%	0.2%	0.8%
2	44.7%	26.3%	18.6%	0.5%	8.2%	0.4%	0.2%	1.1%
3	46.2%	23.3%	19.0%	0.5%	9.2%	0.5%	0.4%	0.9%
4	56.5%	13.8%	20.7%	0.4%	6.9%	0.6%	0.2%	0.9%
5	65.1%	12.9%	16.2%	0.4%	3.6%	0.8%	0.2%	0.8%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

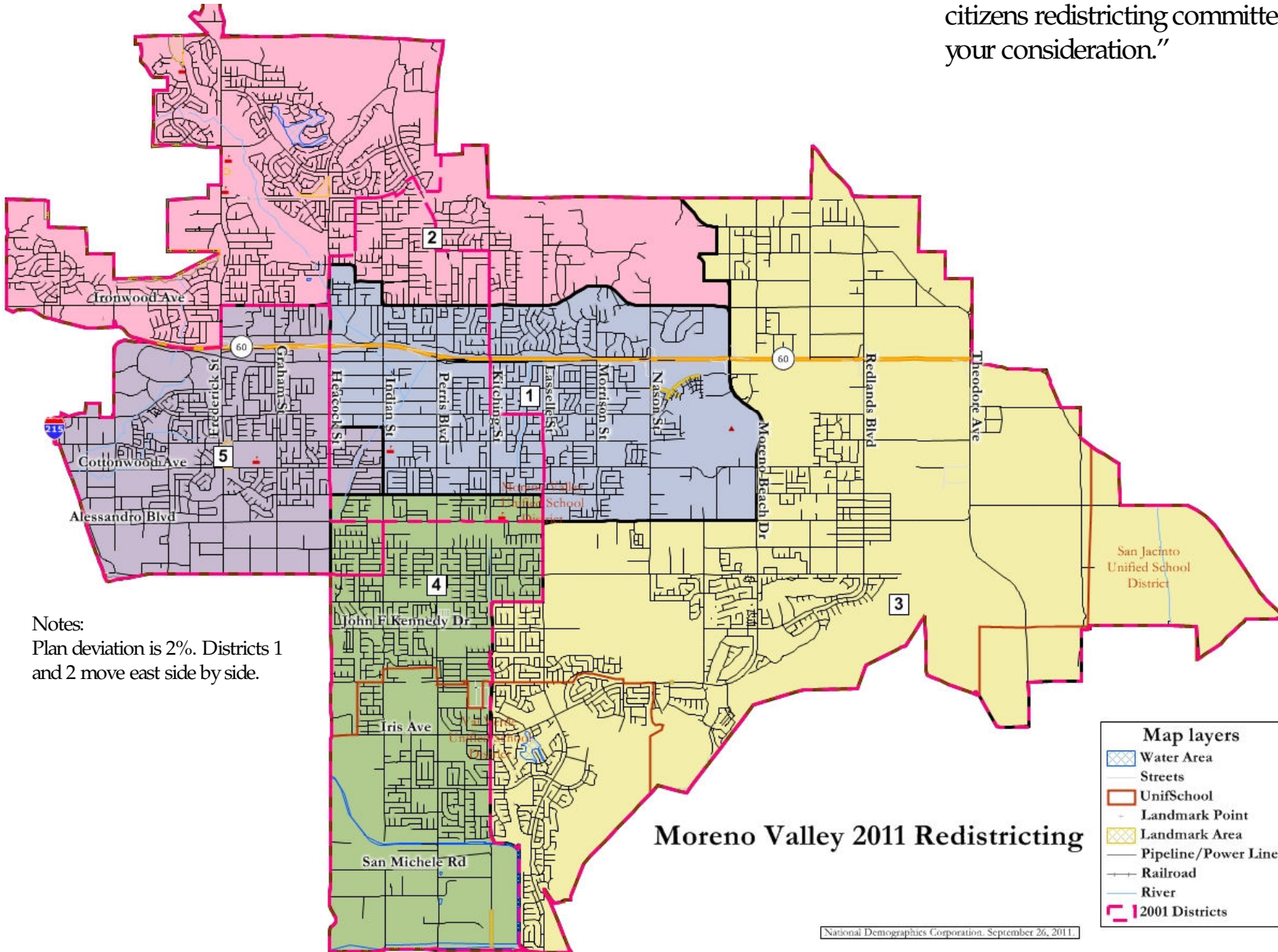
Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% H18+ Pop	% NH18+		% NH18+		% NH18+		% NH18+ DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	% NH18+ DOJ									
1	54.0%	22.5%	15.6%	0.7%	5.6%	0.6%	0.2%	0.7%	35.9%	1.6%	1.1%	2.8%	31.2%	1.4%	1.0%	2.4%
2	40.6%	30.1%	18.1%	0.5%	9.2%	0.4%	0.2%	1.0%	29.2%	2.3%	1.8%	4.1%	25.3%	1.7%	1.5%	3.1%
3	41.8%	27.5%	18.5%	0.5%	10.0%	0.5%	0.4%	0.8%	30.1%	1.9%	1.7%	3.6%	25.3%	1.6%	1.6%	3.2%
4	52.7%	16.7%	20.6%	0.4%	8.0%	0.6%	0.3%	0.7%	37.5%	2.0%	2.1%	4.1%	34.6%	1.7%	1.7%	3.4%
5	60.3%	16.5%	16.6%	0.5%	4.4%	0.7%	0.2%	0.7%	41.8%	1.2%	1.2%	2.4%	37.7%	1.2%	1.2%	2.4%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Dist.	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	74.8%	39.3%	33.9%	20.3%	3.7%	0.5%	1.7%	0.5%	0.5%	75.1%	38.6%	34.9%	19.0%	4.1%	0.3%	1.9%	2.6%	2
2	79.5%	31.3%	40.5%	19.4%	7.4%	0.9%	0.0%	0.4%	0.4%	79.1%	30.6%	41.0%	19.2%	6.7%	0.6%	0.2%	2.7%	1
3	73.1%	30.0%	39.3%	19.0%	9.5%	1.3%	0.4%	0.6%	0.6%	72.9%	32.9%	35.8%	19.7%	8.1%	0.8%	1.0%	2.8%	1
4	66.2%	37.6%	29.0%	23.5%	7.3%	0.4%	0.2%	1.9%	1.9%	66.3%	35.8%	29.7%	22.9%	8.2%	0.5%	0.2%	2.9%	2
5	69.0%	43.8%	24.9%	24.8%	5.3%	0.5%	0.3%	0.3%	0.3%	69.0%	43.9%	23.9%	24.1%	5.0%	0.7%	0.3%	3.3%	2
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	2

Public Plan 7

Submitter's comment:
 "Map # 4 submitted from the moval
 citizens redistricting committee for
 your consideration."



Notes:
 Plan deviation is 2%. Districts 1
 and 2 move east side by side.

Moreno Valley 2011 Redistricting

National Demographics Corporation, September 26, 2011.

Public Plan 7 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ
				Hisp	NH Wht	Blk	Ind	Asn	Hwn	Oth	OthMR
1	38,231	-442	-1.14%	22,408	6,327	6,110	213	2,543	193	107	330
2	38,748	75	0.19%	17,288	11,727	6,313	199	2,576	184	83	378
3	38,889	216	0.56%	17,203	8,260	8,965	184	3,528	230	121	398
4	38,810	137	0.35%	24,575	5,332	6,218	156	1,948	219	89	273
5	38,687	14	0.04%	23,695	4,927	7,122	161	2,037	274	80	391
Total	193,365	658	1.70%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Asn + Fil. Reg.	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	25,780	13,843	5,173	4,264	172	1,932	136	73	187	13,142	4,741	239	198	437	6,047	1,933	89	88	177
2	27,929	11,233	9,640	4,446	155	2,023	133	59	240	18,094	5,075	334	252	586	9,581	2,273	141	117	258
3	26,695	10,749	6,688	5,982	131	2,694	151	90	210	15,087	4,442	322	291	613	7,439	1,890	136	118	254
4	25,532	15,107	4,373	4,072	105	1,508	140	55	172	12,446	5,247	179	211	390	5,525	2,109	63	91	154
5	24,933	14,077	3,989	4,667	119	1,642	170	55	214	11,150	4,455	226	165	391	4,352	1,607	74	60	134
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Dist.	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	18,552	7,031	6,032	4,202	973	90	150	80		18,793	7,020	6,199	3,948	928	79	245	528	3,915
2	23,721	7,368	10,351	3,925	1,526	244	200	99		23,375	7,237	10,172	3,879	1,352	138	204	684	4,245
3	18,320	5,453	6,551	4,040	1,838	171	41	236		18,796	5,866	6,584	4,090	1,691	147	127	546	3,697
4	17,722	7,807	4,898	3,676	917	179	69	178		17,352	7,482	4,674	3,608	1,053	163	82	444	5,059
5	16,755	6,679	4,488	4,334	1,091	20	60	91		16,712	6,676	4,248	4,234	1,048	32	50	503	3,610
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Public Plan 7 Percentages

Dist.	% Hisp.	% NH		% NH		% NH		% NH
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ OthMR
1	58.6%	16.5%	16.0%	0.6%	6.7%	0.5%	0.3%	0.9%
2	44.6%	30.3%	16.3%	0.5%	6.6%	0.5%	0.2%	1.0%
3	44.2%	21.2%	23.1%	0.5%	9.1%	0.6%	0.3%	1.0%
4	63.3%	13.7%	16.0%	0.4%	5.0%	0.6%	0.2%	0.7%
5	61.2%	12.7%	18.4%	0.4%	5.3%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

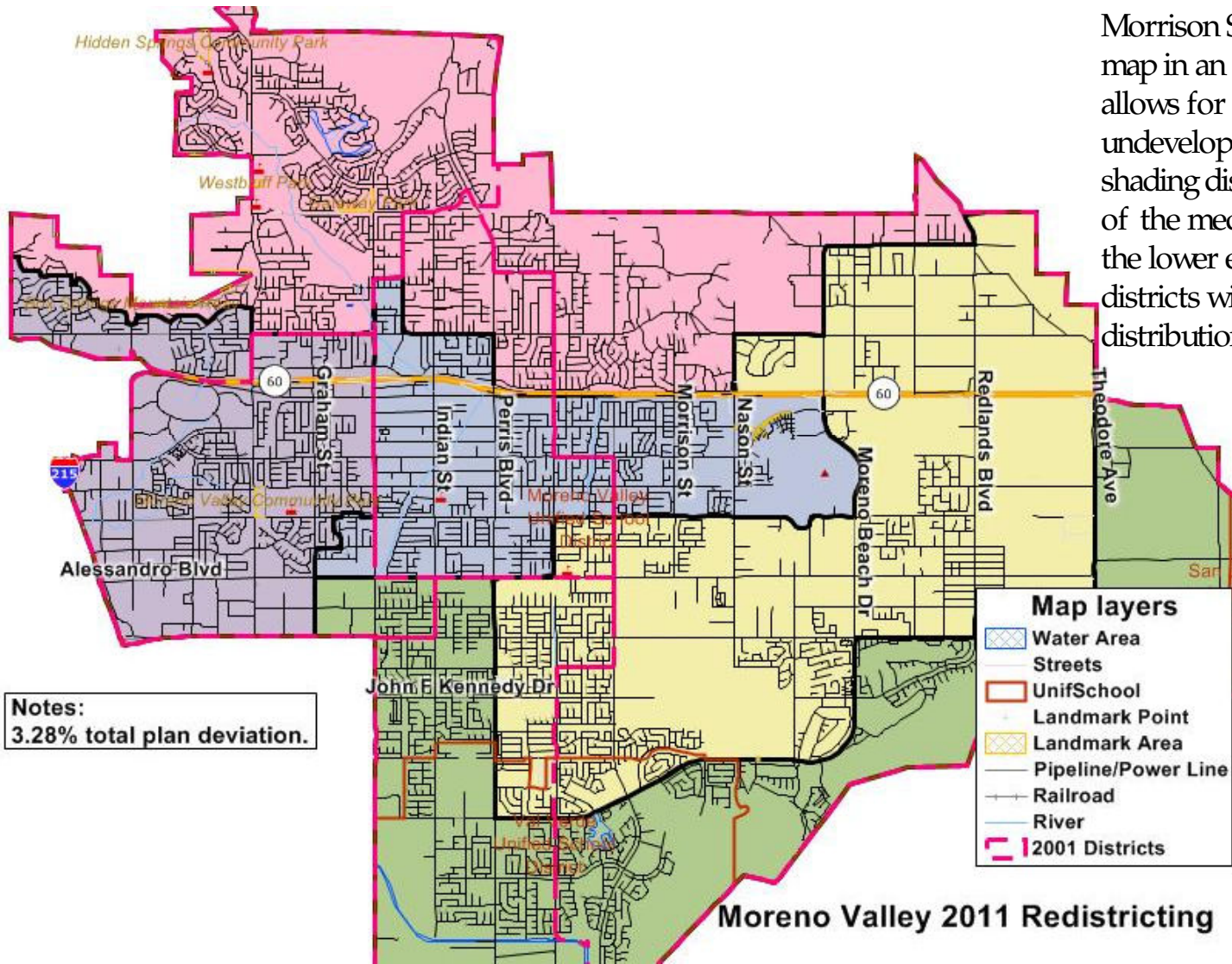
Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% H18+ Pop	% NH18+		% NH18+		% NH18+		% NH18+ DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	% NH18+ DOJ									
1	53.7%	20.1%	16.5%	0.7%	7.5%	0.5%	0.3%	0.7%	36.1%	1.8%	1.5%	3.3%	32.0%	1.5%	1.5%	2.9%
2	40.2%	34.5%	15.9%	0.6%	7.2%	0.5%	0.2%	0.9%	28.0%	1.8%	1.4%	3.2%	23.7%	1.5%	1.2%	2.7%
3	40.3%	25.1%	22.4%	0.5%	10.1%	0.6%	0.3%	0.8%	29.4%	2.1%	1.9%	4.1%	25.4%	1.8%	1.6%	3.4%
4	59.2%	17.1%	15.9%	0.4%	5.9%	0.5%	0.2%	0.7%	42.2%	1.4%	1.7%	3.1%	38.2%	1.1%	1.6%	2.8%
5	56.5%	16.0%	18.7%	0.5%	6.6%	0.7%	0.2%	0.9%	40.0%	2.0%	1.5%	3.5%	36.9%	1.7%	1.4%	3.1%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Dist.	Special Tabulation								American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	72.0%	37.9%	32.5%	22.6%	5.2%	0.5%	0.8%	0.4%	72.9%	37.4%	33.0%	21.0%	4.9%	0.4%	1.3%	2.8%	20.8%
2	84.9%	31.1%	43.6%	16.5%	6.4%	1.0%	0.8%	0.4%	83.7%	31.0%	43.5%	16.6%	5.8%	0.6%	0.9%	2.9%	18.2%
3	68.6%	29.8%	35.8%	22.1%	10.0%	0.9%	0.2%	1.3%	70.4%	31.2%	35.0%	21.8%	9.0%	0.8%	0.7%	2.9%	19.7%
4	69.4%	44.1%	27.6%	20.7%	5.2%	1.0%	0.4%	1.0%	68.0%	43.1%	26.9%	20.8%	6.1%	0.9%	0.5%	2.6%	29.2%
5	67.2%	39.9%	26.8%	25.9%	6.5%	0.1%	0.4%	0.5%	67.0%	39.9%	25.4%	25.3%	6.3%	0.2%	0.3%	3.0%	21.6%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%

Public Plan 8

Submitter's comment:
 "Most of the undeveloped residential property is east of Morrison St. I drew the lines in this map in an east-west fashion so it allows for districts 1-4 to have undeveloped residential property & shading district 5 on the higher end of the median and the others on the lower end, so in ten years the districts will have a better distribution of population.."



Notes:
 3.28% total plan deviation.

Moreno Valley 2011 Redistricting

Public Plan 8 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	Hisp	NH Wht	NH		NH		NH		NH	
						DOJ	NH DOJ	DOJ	DOJ	DOJ	DOJ	DOJ	DOJ
1	38,329	-344	-0.89%	23,549	5,300	6,337	202	2,286	208	110	337		
2	38,798	125	0.32%	17,782	11,670	6,106	218	2,386	195	83	358		
3	38,304	-369	-0.95%	20,107	7,463	7,250	195	2,619	220	132	318		
4	38,360	-313	-0.81%	20,784	5,997	7,836	132	2,963	227	75	346		
5	39,574	901	2.33%	22,947	6,143	7,199	166	2,378	250	80	411		
Total	193,365	1,270	3.28%	105,169	36,573	34,728	913	12,632	1,100	480	1,770		
Ideal	38,673												

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Oth	NH18+ DOJ OthMR	Asn + Fil. Reg.	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asi F Vote.		
																		1	25,334
2	27,857	11,478	9,589	4,324	165	1,873	142	58	228	18,294	5,234	357	233	590	9,841	2,340	163	109	272
3	25,907	12,492	6,099	4,749	138	2,028	148	84	169	14,326	4,851	216	229	445	6,734	1,979	76	109	185
4	25,636	12,830	4,800	5,266	97	2,240	143	58	202	13,096	4,704	302	268	570	6,210	1,974	134	101	235
5	26,135	13,876	4,995	4,774	128	1,905	165	54	238	12,480	4,642	262	209	471	5,152	1,755	78	83	161
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Dist.	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	Ind CVAP	Hwn CVAP	NH MR CVAP	Oth CVAP	
1	17,649	7,219	5,223	4,051	823	112	158	75	17,423	7,137	5,178	3,787	814	96	184	354	4,273	
2	23,265	7,393	9,973	3,983	1,361	265	220	66	23,281	7,358	10,017	3,857	1,184	64	286	760	4,125	
3	19,323	6,692	6,829	3,743	1,745	183	47	94	18,496	6,469	6,067	3,874	1,573	137	115	453	4,003	
4	16,435	6,307	4,598	3,921	1,126	124	35	324	17,275	6,457	5,188	3,807	1,248	153	73	567	4,404	
5	18,398	6,728	5,697	4,478	1,289	20	60	124	18,552	6,860	5,427	4,435	1,254	109	50	571	3,722	
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528	

Public Plan 8 Percentages

Dist.	% Hisp.	% NH					% NH	
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth	OthMR
1	61.4%	13.8%	16.5%	0.5%	6.0%	0.5%	0.3%	0.9%
2	45.8%	30.1%	15.7%	0.6%	6.1%	0.5%	0.2%	0.9%
3	52.5%	19.5%	18.9%	0.5%	6.8%	0.6%	0.3%	0.8%
4	54.2%	15.6%	20.4%	0.3%	7.7%	0.6%	0.2%	0.9%
5	58.0%	15.5%	18.2%	0.4%	6.0%	0.6%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

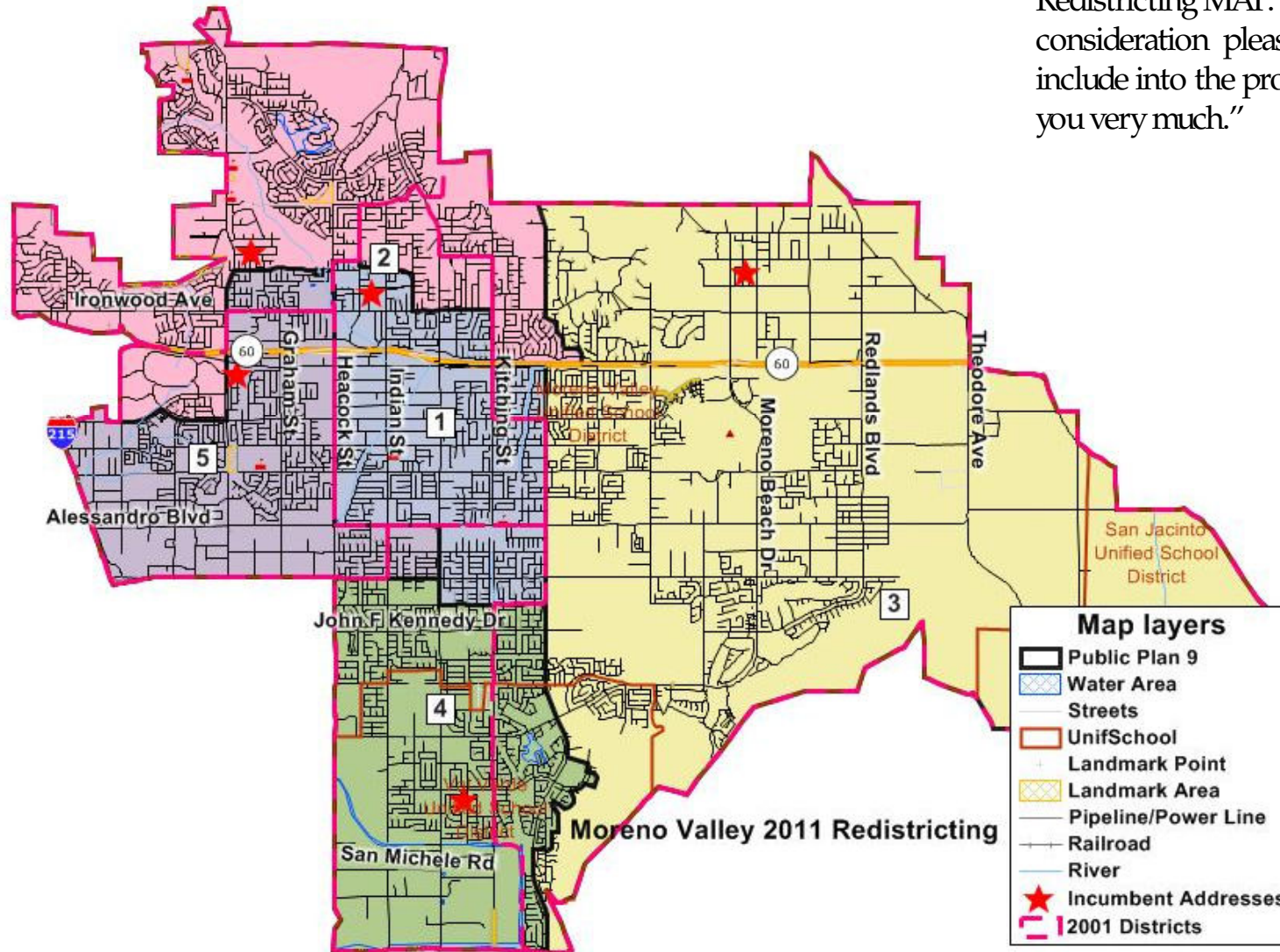
Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% H18+ Pop	% NH18+					% NH18+			% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
		NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	Hwn	DOJ Oth	OthMR									
1	56.6%	17.3%	17.0%	0.6%	6.9%	0.5%	0.3%	0.7%	38.6%	1.4%	1.5%	2.9%	35.2%	1.0%	1.4%	2.5%	
2	41.2%	34.4%	15.5%	0.6%	6.7%	0.5%	0.2%	0.8%	28.6%	2.0%	1.3%	3.2%	23.8%	1.7%	1.1%	2.8%	
3	48.2%	23.5%	18.3%	0.5%	7.8%	0.6%	0.3%	0.7%	33.9%	1.5%	1.6%	3.1%	29.4%	1.1%	1.6%	2.7%	
4	50.0%	18.7%	20.5%	0.4%	8.7%	0.6%	0.2%	0.8%	35.9%	2.3%	2.0%	4.4%	31.8%	2.2%	1.6%	3.8%	
5	53.1%	19.1%	18.3%	0.5%	7.3%	0.6%	0.2%	0.9%	37.2%	2.1%	1.7%	3.8%	34.1%	1.5%	1.6%	3.1%	
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%	

Dist.	Special Tabulation									Amercian Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	69.7%	40.9%	29.6%	23.0%	4.7%	0.6%	0.9%	0.4%	0.4%	68.8%	41.0%	29.7%	21.7%	4.7%	0.5%	1.1%	2.0%	24.5%
2	83.5%	31.8%	42.9%	17.1%	5.8%	1.1%	0.9%	0.3%	0.3%	83.6%	31.6%	43.0%	16.6%	5.1%	0.3%	1.2%	3.3%	17.
3	74.6%	34.6%	35.3%	19.4%	9.0%	0.9%	0.2%	0.5%	0.5%	71.4%	35.0%	32.8%	20.9%	8.5%	0.7%	0.6%	2.5%	21.
4	64.1%	38.4%	28.0%	23.9%	6.8%	0.8%	0.2%	2.0%	2.0%	67.4%	37.4%	30.0%	22.0%	7.2%	0.9%	0.4%	3.3%	25.
5	70.4%	36.6%	31.0%	24.3%	7.0%	0.1%	0.3%	0.7%	0.7%	71.0%	37.0%	29.3%	23.9%	6.8%	0.6%	0.3%	3.1%	20.
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.

Public Plan 9

Submitter's comment:
 "Moreno Valley Redistricting Committee final Councilmatic Redistricting MAP. For your consideration please review and include into the process. Thank you very much."



Public Plan 9 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ
				Hisp	NH Wht	Blk	Ind	Asn	Hwn	Oth	OthMR
1	38,321	-352	-0.91%	23,965	5,564	6,203	202	1,736	243	102	306
2	38,659	-14	-0.04%	16,954	11,308	6,742	220	2,790	168	92	385
3	38,014	-659	-1.70%	16,411	8,862	7,863	191	3,954	207	147	379
4	38,938	265	0.69%	23,401	5,355	7,191	151	2,229	206	79	326
5	39,433	760	1.97%	24,438	5,484	6,729	149	1,923	276	60	374
Total	193,365	1,419	3.67%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	NH18+								Asn +					Asr +				
		H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Vc	
1	25,253	14,534	4,623	4,173	146	1,381	165	65	166	12,259	4,780	149	9	158	5,218	1,837	55	73	128
2	27,702	11,001	9,180	4,718	169	2,193	125	64	252	17,699	5,061	382	50	432	9,264	2,262	161	113	274
3	26,349	10,302	7,180	5,314	150	2,961	126	108	208	15,253	4,287	331	39	370	7,746	1,855	133	122	255
4	25,754	14,412	4,355	4,787	106	1,715	138	54	187	12,696	5,063	217	15	232	5,751	2,083	82	102	184
5	25,811	14,760	4,525	4,439	111	1,549	176	41	210	12,012	4,769	221	33	254	4,965	1,775	72	64	136
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	146	1,446	32,944	9,812	503	474	977

Dist.	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	17,926	7,740	5,589	3,567	768	57	146	70		18,164	7,767	5,661	3,566	770	67	245	300	4,418
2	23,160	7,193	9,493	4,428	1,557	187	194	104		23,012	6,891	9,710	4,258	1,427	134	142	721	3,891
3	18,721	5,127	7,163	4,049	1,992	181	91	127		18,888	5,707	6,868	3,929	1,624	152	174	615	3,536
4	17,298	6,824	5,214	3,738	1,030	139	29	317		17,093	6,459	4,868	3,902	1,295	129	39	517	4,445
5	17,965	7,454	4,860	4,394	999	140	60	66		17,871	7,457	4,771	4,105	956	77	108	554	4,238
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Public Plan 9 Percentages

Dist.	% Hisp.	% NH						
		% NH Wht	% NH DOJ Blk	% NH DOJ Ind	% NH DOJ Asn	% NH DOJ Hwn	% NH DOJ Oth	% NH DOJ OthMR
1	62.5%	14.5%	16.2%	0.5%	4.5%	0.6%	0.3%	0.8%
2	43.9%	29.3%	17.4%	0.6%	7.2%	0.4%	0.2%	1.0%
3	43.2%	23.3%	20.7%	0.5%	10.4%	0.5%	0.4%	1.0%
4	60.1%	13.8%	18.5%	0.4%	5.7%	0.5%	0.2%	0.8%
5	62.0%	13.9%	17.1%	0.4%	4.9%	0.7%	0.2%	0.9%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

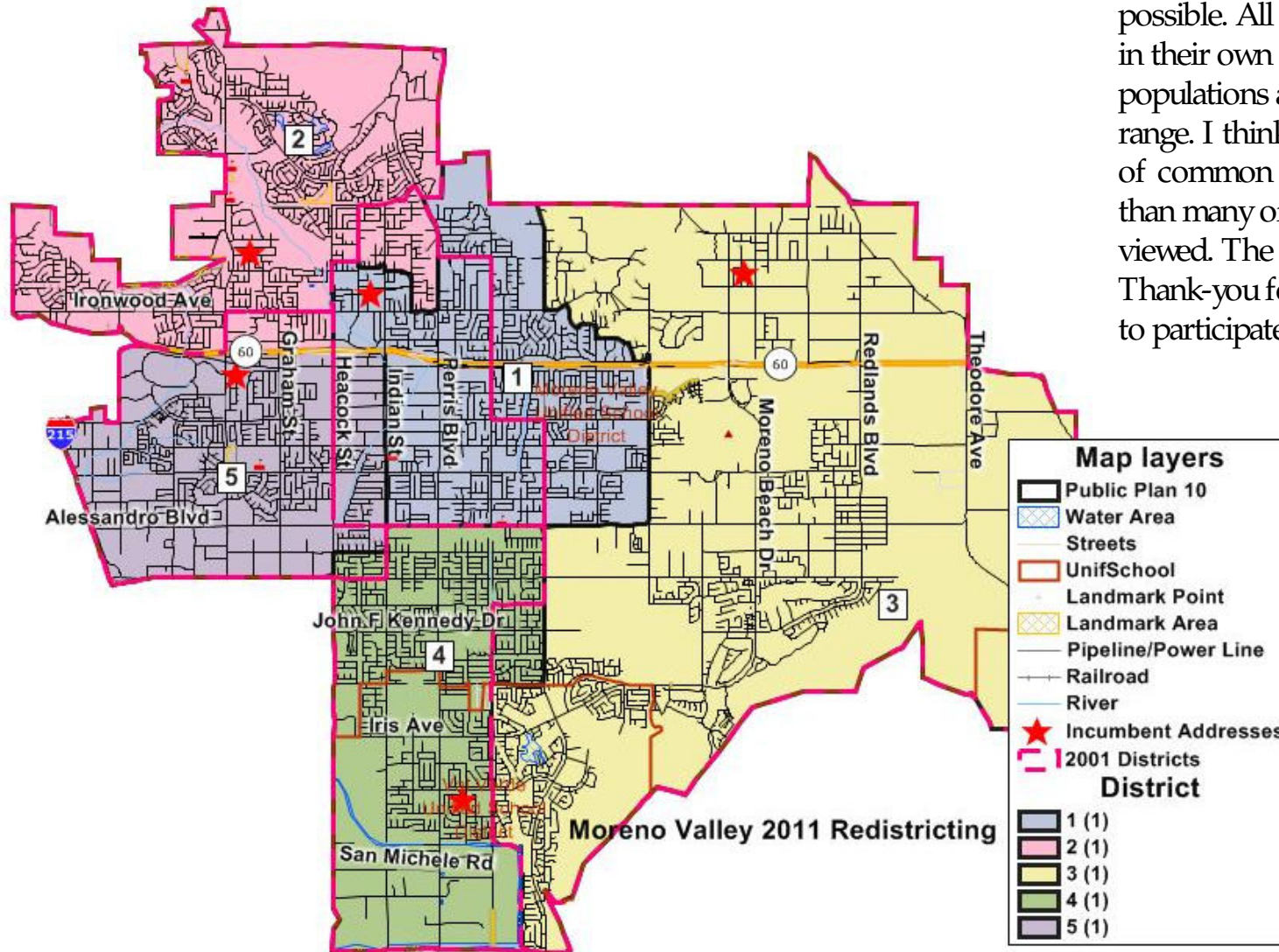
Dist.	% NH18+									Voter Registration				Vote			
	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.	
1	57.6%	18.3%	16.5%	0.6%	5.5%	0.7%	0.3%	0.7%	39.0%	1.2%	0.1%	1.3%	35.2%	1.1%	1.4%	2.5%	
2	39.7%	33.1%	17.0%	0.6%	7.9%	0.5%	0.2%	0.9%	28.6%	2.2%	0.3%	2.4%	24.4%	1.7%	1.2%	3.0%	
3	39.1%	27.2%	20.2%	0.6%	11.2%	0.5%	0.4%	0.8%	28.1%	2.2%	0.3%	2.4%	23.9%	1.7%	1.6%	3.3%	
4	56.0%	16.9%	18.6%	0.4%	6.7%	0.5%	0.2%	0.7%	39.9%	1.7%	0.1%	1.8%	36.2%	1.4%	1.8%	3.2%	
5	57.2%	17.5%	17.2%	0.4%	6.0%	0.7%	0.2%	0.8%	39.7%	1.8%	0.3%	2.1%	35.8%	1.5%	1.3%	2.7%	
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	0.2%	2.1%	29.8%	1.5%	1.4%	3.0%	

Dist.	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	71.0%	43.2%	31.2%	19.9%	4.3%	0.3%	0.8%	0.4%	71.9%	42.8%	31.2%	19.6%	4.2%	0.4%	1.3%	1.7%	24.3%	
2	83.6%	31.1%	41.0%	19.1%	6.7%	0.8%	0.8%	0.5%	83.1%	29.9%	42.2%	18.5%	6.2%	0.6%	0.6%	3.1%	16.9%	
3	71.1%	27.4%	38.3%	21.6%	10.6%	1.0%	0.5%	0.7%	71.7%	30.2%	36.4%	20.8%	8.6%	0.8%	0.9%	3.3%	18.7%	
4	67.2%	39.4%	30.1%	21.6%	6.0%	0.8%	0.2%	1.8%	66.4%	37.8%	28.5%	22.8%	7.6%	0.8%	0.2%	3.0%	26.0%	
5	69.6%	41.5%	27.1%	24.5%	5.6%	0.8%	0.3%	0.4%	69.2%	41.7%	26.7%	23.0%	5.3%	0.4%	0.6%	3.1%	23.7%	
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%	

Public Plan 10

Submitter's comment:

"My goal was to keep the integrity of the original districts as much as possible. All council members are in their own districts and all district populations are in the acceptable range. I think my plan keeps areas of common interest together better than many of the other maps I've viewed. The system was easy to use. Thank-you for allowing the public to participate."



Public Plan 10 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	Hisp	NH Wht	NH	NH	NH	NH	NH	NH
						DOJ	NH DOJ	DOJ	DOJ	DOJ	DOJ
1	38,691	18	0.05%	22,417	6,955	6,004	232	2,448	203	104	328
2	38,872	199	0.51%	17,552	10,653	7,375	197	2,424	193	85	393
3	39,033	360	0.93%	16,468	8,744	9,007	178	3,865	223	133	415
4	38,349	-324	-0.84%	24,225	5,478	6,109	146	1,836	209	80	266
5	38,420	-253	-0.65%	24,507	4,743	6,233	160	2,059	272	78	368
Total	193,365	684	1.77%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg	Hisp. Reg	Asn. Reg	Fil. Reg	Asn + Fil. Reg	Tot. Vote	Hisp. Vote	Asn. Vote	Fil. Vote	Asi
																			Fil. Vote
1	26,345	14,012	5,714	4,185	175	1,861	140	66	192	14,118	5,080	263	187	450	6,722	2,125	97	83	180
2	27,467	11,216	8,689	5,050	154	1,908	134	61	255	16,926	4,791	303	253	556	8,615	2,099	130	114	244
3	27,078	10,372	7,109	6,070	131	2,930	149	102	215	15,438	4,341	329	317	646	7,715	1,845	143	126	269
4	25,316	14,911	4,507	4,005	104	1,437	136	49	167	12,561	5,215	183	192	375	5,632	2,124	63	86	149
5	24,663	14,498	3,844	4,121	118	1,663	171	54	194	10,876	4,533	222	168	390	4,260	1,619	70	65	135
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Dist.	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP		Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	Ind CVAP	Hwn CVAP	NH MR CVAP	Oth CVAP
1	19,865	7,495	6,715	4,231	914	114	353	43		19,877	7,380	6,768	3,966	964	71	377	536	4,186
2	23,099	7,299	9,569	4,276	1,553	204	84	110		23,035	7,152	9,723	4,173	1,328	151	136	685	3,933
3	18,635	5,385	6,815	4,037	1,943	179	42	240		19,263	5,987	6,899	4,069	1,673	157	137	589	3,737
4	17,602	7,513	5,175	3,542	954	187	41	186		17,113	7,174	4,653	3,636	1,119	165	59	451	4,802
5	15,871	6,646	4,045	4,090	981	20	0	105		15,740	6,589	3,834	3,916	990	16	0	444	3,869
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Public Plan 10 Percentages

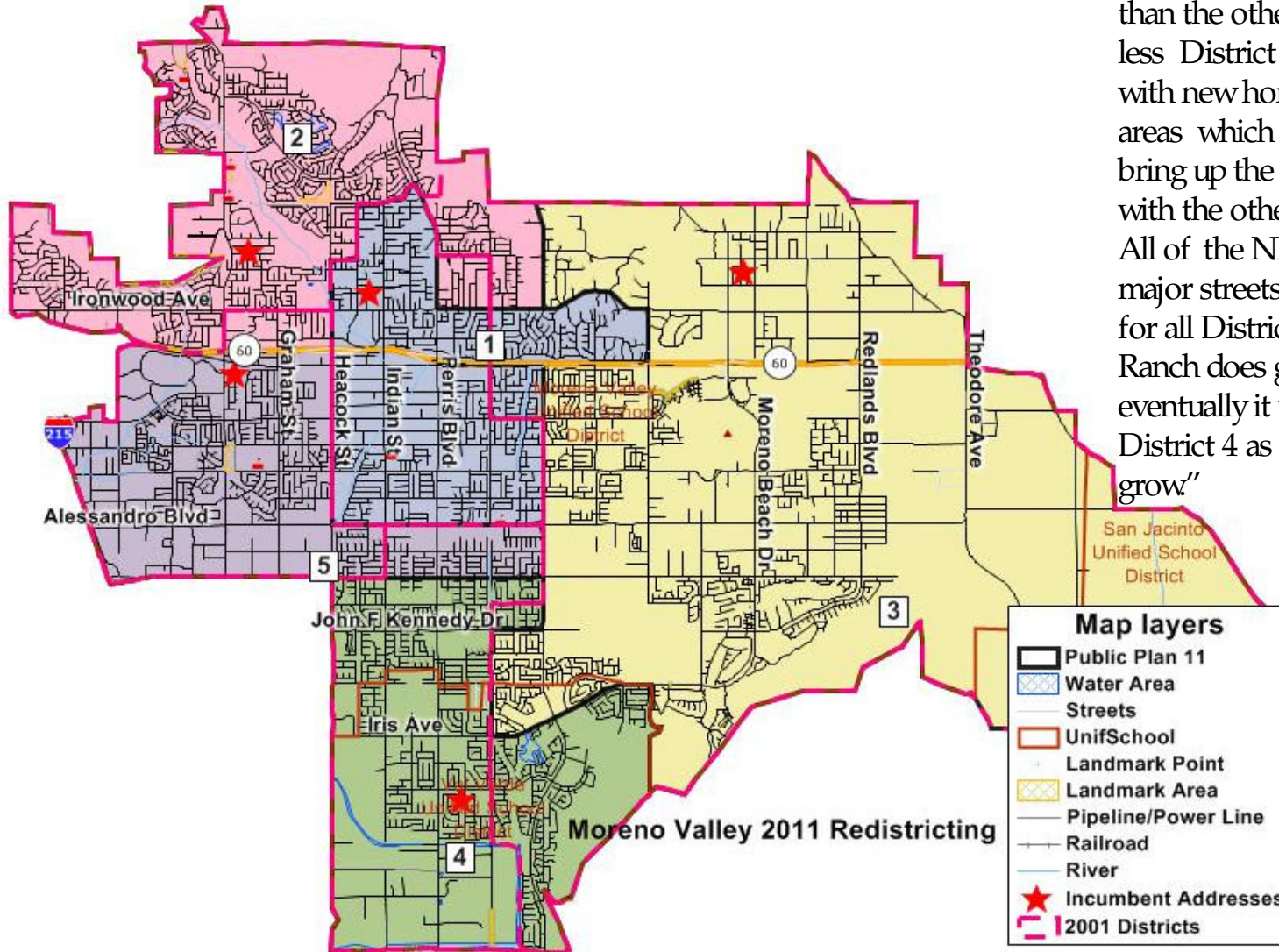
Dist.	% Hisp.	% NH		% NH		% NH		% NH
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ OthMR
1	57.9%	18.0%	15.5%	0.6%	6.3%	0.5%	0.3%	0.8%
2	45.2%	27.4%	19.0%	0.5%	6.2%	0.5%	0.2%	1.0%
3	42.2%	22.4%	23.1%	0.5%	9.9%	0.6%	0.3%	1.1%
4	63.2%	14.3%	15.9%	0.4%	4.8%	0.5%	0.2%	0.7%
5	63.8%	12.3%	16.2%	0.4%	5.4%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% H18+ Pop	% NH18+		% NH18+		% NH18+		% NH18+	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	DOJ Hwn	DOJ Oth	DOJ OthMR								
1	53.2%	21.7%	15.9%	0.7%	7.1%	0.5%	0.3%	0.7%	36.0%	1.9%	1.3%	3.2%	31.6%	1.4%	1.2%	2.7%
2	40.8%	31.6%	18.4%	0.6%	6.9%	0.5%	0.2%	0.9%	28.3%	1.8%	1.5%	3.3%	24.4%	1.5%	1.3%	2.8%
3	38.3%	26.3%	22.4%	0.5%	10.8%	0.6%	0.4%	0.8%	28.1%	2.1%	2.1%	4.2%	23.9%	1.9%	1.6%	3.5%
4	58.9%	17.8%	15.8%	0.4%	5.7%	0.5%	0.2%	0.7%	41.5%	1.5%	1.5%	3.0%	37.7%	1.1%	1.5%	2.6%
5	58.8%	15.6%	16.7%	0.5%	6.7%	0.7%	0.2%	0.8%	41.7%	2.0%	1.5%	3.6%	38.0%	1.6%	1.5%	3.2%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Dist.	Special Tabulation								American Community Survey (ACS)							
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP
1	75.4%	37.7%	33.8%	21.3%	4.6%	0.6%	1.8%	0.2%	75.4%	37.1%	34.1%	20.0%	4.8%	0.4%	1.9%	2.7%
2	84.1%	31.6%	41.4%	18.5%	6.7%	0.9%	0.4%	0.5%	83.9%	31.0%	42.2%	18.1%	5.8%	0.7%	0.6%	3.0%
3	68.8%	28.9%	36.6%	21.7%	10.4%	1.0%	0.2%	1.3%	71.1%	31.1%	35.8%	21.1%	8.7%	0.8%	0.7%	3.1%
4	69.5%	42.7%	29.4%	20.1%	5.4%	1.1%	0.2%	1.1%	67.6%	41.9%	27.2%	21.2%	6.5%	1.0%	0.3%	2.6%
5	64.4%	41.9%	25.5%	25.8%	6.2%	0.1%	0.0%	0.7%	63.8%	41.9%	24.4%	24.9%	6.3%	0.1%	0.0%	2.8%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%

Public Plan 11



Submitter's comment:
 "All districts are fairly even. Although District 4 is a bit more than the others and District 3 is less District 3 is currently growing with new homes for sale in several areas which once occupied will bring up the numbers to be even with the other Districts. All of the NEW Districts follow major streets and keep clean lines for all Districts. Moreno Valley Ranch does get split up but eventually it will all be back in District 4 as District 3 continues to grow"

Public Plan 11 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	Hisp	NH Wht	NH DOJ Blk	NH DOJ Ind	NH DOJ Asn	NH DOJ Hwn	NH DOJ Oth	NH DOJ OthMR
1	38,906	233	0.60%	23,912	6,506	5,818	240	1,744	263	103	320
2	38,530	-143	-0.37%	17,142	10,829	7,298	195	2,457	153	73	383
3	37,998	-675	-1.75%	16,732	8,683	7,944	211	3,675	223	149	381
4	39,376	703	1.82%	23,370	5,471	7,302	126	2,486	205	82	334
5	38,555	-118	-0.31%	24,013	5,084	6,366	141	2,270	256	73	352
Total	193,365	1,378	3.56%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	25,890	14,576	5,347	3,981	177	1,373	180	73	183	12,993	4,945	200	160	360	5,816	1,949	94	71	165
2	27,392	11,033	8,854	5,021	154	1,926	105	51	248	17,105	4,749	315	241	556	8,835	2,091	126	107	233
3	26,493	10,536	7,111	5,442	162	2,786	138	106	212	15,244	4,291	299	282	581	7,722	1,868	115	123	238
4	25,891	14,367	4,396	4,777	89	1,884	135	55	188	12,789	5,109	242	252	494	5,737	2,065	94	100	194
5	25,203	14,497	4,155	4,210	100	1,830	172	47	192	11,788	4,866	244	182	426	4,834	1,839	74	73	147
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

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Dist.	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	Oth CVAP	
1	18,574	7,656	6,325	3,512	796	47	140	106	18,914	7,691	6,522	3,439	752	56	246	445	4,277	
2	23,508	7,331	9,750	4,411	1,456	244	230	81	23,182	7,072	9,733	4,306	1,286	148	215	745	3,908	
3	19,113	5,416	7,341	4,076	1,918	180	86	103	18,822	5,654	6,735	4,025	1,669	156	177	588	3,564	
4	17,115	6,747	4,886	3,917	1,043	139	41	335	17,292	6,663	4,897	3,881	1,289	131	45	501	4,539	
5	16,762	7,188	4,018	4,261	1,131	95	22	60	16,818	7,200	3,991	4,109	1,077	69	25	426	4,240	
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528	

Public Plan 11 Percentages

Dist.	% Hisp.	% NH					% NH	
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth	OthMR
1	61.5%	16.7%	15.0%	0.6%	4.5%	0.7%	0.3%	0.8%
2	44.5%	28.1%	18.9%	0.5%	6.4%	0.4%	0.2%	1.0%
3	44.0%	22.9%	20.9%	0.6%	9.7%	0.6%	0.4%	1.0%
4	59.4%	13.9%	18.5%	0.3%	6.3%	0.5%	0.2%	0.8%
5	62.3%	13.2%	16.5%	0.4%	5.9%	0.7%	0.2%	0.9%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% H18+ Pop	% NH18+					% NH18+			% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth	OthMR									
1	56.3%	20.7%	15.4%	0.7%	5.3%	0.7%	0.3%	0.7%	38.1%	1.5%	1.2%	2.8%	33.5%	1.6%	1.2%	2.8%	
2	40.3%	32.3%	18.3%	0.6%	7.0%	0.4%	0.2%	0.9%	27.8%	1.8%	1.4%	3.3%	23.7%	1.4%	1.2%	2.6%	
3	39.8%	26.8%	20.5%	0.6%	10.5%	0.5%	0.4%	0.8%	28.1%	2.0%	1.8%	3.8%	24.2%	1.5%	1.6%	3.1%	
4	55.5%	17.0%	18.5%	0.3%	7.3%	0.5%	0.2%	0.7%	39.9%	1.9%	2.0%	3.9%	36.0%	1.6%	1.7%	3.4%	
5	57.5%	16.5%	16.7%	0.4%	7.3%	0.7%	0.2%	0.8%	41.3%	2.1%	1.5%	3.6%	38.0%	1.5%	1.5%	3.0%	
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%	

Dist.	Special Tabulation									Amercian Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	71.7%	41.2%	34.1%	18.9%	4.3%	0.3%	0.8%	0.6%	0.6%	73.1%	40.7%	34.5%	18.2%	4.0%	0.3%	1.3%	2.4%	22.6%
2	85.8%	31.2%	41.5%	18.8%	6.2%	1.0%	1.0%	0.3%	0.3%	84.6%	30.5%	42.0%	18.6%	5.5%	0.6%	0.9%	3.2%	16.9%
3	72.1%	28.3%	38.4%	21.3%	10.0%	0.9%	0.5%	0.5%	0.5%	71.0%	30.0%	35.8%	21.4%	8.9%	0.8%	0.9%	3.1%	18.9%
4	66.1%	39.4%	28.5%	22.9%	6.1%	0.8%	0.2%	2.0%	2.0%	66.8%	38.5%	28.3%	22.4%	7.5%	0.8%	0.3%	2.9%	26.2%
5	66.5%	42.9%	24.0%	25.4%	6.7%	0.6%	0.1%	0.4%	0.4%	66.7%	42.8%	23.7%	24.4%	6.4%	0.4%	0.2%	2.5%	25.2%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%

Comparison of MOVALCRC Maps

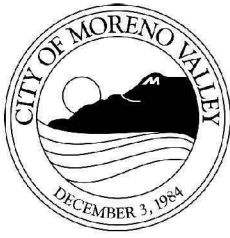
Name	Display Name	Total Deviation	Top HVAP	Second HVAP	Third HVAP
1	Public Plan 1	0.88%	58.3% (4)	56.1% (1)	56.1% (5)
2	Public Plan 5	2.31%	60.2% (5)	58.4%(4)	52.4% (1)
3	Public Plan 6	5.23%	60.3% (5)	54.0% (1)	52.7% (4)
4	Public Plan 7	1.70%	59.2% (4)	56.5% (5)	53.7% (1)
5	Public Plan 9	3.60%	57.6% (1)	57.2% (5)	56.0% (4)

Compactness Measures

Note: higher numbers are better

Plan	District 1	District 2	District 3	District 4	District 5	Mean	Min	Max	Std. Dev.
NDC Plan 1	0.37	0.43	0.39	0.63	0.43	0.45	0.37	0.63	0.1
NDC Plan 2	0.39	0.27	0.4	0.54	0.6	0.44	0.27	0.6	0.13
NDC Plan 3	0.41	0.43	0.39	0.58	0.54	0.47	0.39	0.58	0.08
NDC Plan 4	0.47	0.41	0.4	0.44	0.64	0.47	0.4	0.64	0.1
Public Plan 1	0.54	0.18	0.41	0.44	0.6	0.43	0.18	0.6	0.16
Public Plan 2	0.5	0.44	0.41	0.44	0.64	0.48	0.41	0.64	0.09
Public Plan 3	0.19	0.23	0.29	0.37	0.37	0.29	0.19	0.37	0.08
Public Plan 4	0.38	0.2	0.29	0.22	0.64	0.34	0.2	0.61	0.17
Public Plan 5	0.49	0.39	0.4	0.44	0.46	0.44	0.39	0.49	0.04
Public Plan 6	0.55	0.39	0.41	0.59	0.42	0.47	0.39	0.59	0.09
Public Plan 7	0.43	0.28	0.37	0.41	0.64	0.43	0.28	0.64	0.14
Public Plan 8	0.32	0.22	0.37	0.22	0.46	0.32	0.22	0.46	0.1
Public Plan 9	0.43	0.38	0.42	0.54	0.45	0.44	0.38	0.54	0.06
Public Plan 10	0.52	0.43	0.4	0.44	0.64	0.49	0.4	0.64	0.1
Public Plan 11	0.5	0.41	0.45	0.59	0.32	0.45	0.32	0.59	0.1
Public Plan 2 -edit	0.51	0.41	0.4	0.44	0.54	0.46	0.4	0.54	0.06

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APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: The Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: October 11, 2011

TITLE: PUBLIC HEARING REGARDING THE REISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS AND THE ADOPTION OF A RESOLUTION APPROVING THE REISSUANCE OF SAID BONDS BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY FOR THE OAKWOOD APARTMENTS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which it will hear and consider information concerning the reissuance by the California Statewide Communities Development Authority of bonds to finance the acquisition, construction and development of a 241-unit multifamily rental housing project known as the Oakwood Apartments.
2. Adopts Resolution 2011-100, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the reissuance of bonds by the California Statewide Communities Development Authority for the Oakwood Apartments.

BACKGROUND

The California Statewide Communities Development Authority (CSCDA) issued multifamily housing revenue bonds for the Oakwood Apartments in 2006. These bonds were part of a financing package to facilitate the construction and operation of the project, a 241-unit complex consisting of 2, 3 and 4 bedroom units, designated for low-income households, at rents not exceeding an overall project average of 52% of area

median income. The Oakwood Apartments were completed and reached stabilized occupancy. The final piece of the permanent financing is being put into place with the reissuance of the multifamily housing revenue bonds.

DISCUSSION

The Oakwood Apartments required several sources of financing to allow the project to be constructed and remain financial viable in operation. This was achieved by combining assistance from the multifamily housing revenue bonds, tax credit equity investors, the Redevelopment Agency Housing Set aside funds, and a permanent mortgage from a private financial institution. However, the terms of each part of the financing must coincide. The terms of the recently acquired permanent mortgage did not coincide with the terms of the housing bonds. Therefore, it is necessary to revise the terms of the multifamily housing revenue bonds and reissue those bonds.

These tax-exempt bonds are authorized by federal law and make it possible for the project to offer affordable rents to income-qualified families. Federal law requires that the City hold the hearing authorizing the reissuance of the bonds. However, the City is not responsible for the repayment of the bonds. The obligation to repay the bonds and provide the required security is solely that of the project developer, One Moreno Valley 240, L.P., a California limited partnership, not the City.

ALTERNATIVES

1. Hold the public hearing and adopt Resolution 2011-100 to allow the reissuance of bonds by the California Statewide Communities Development Authority for the Oakwood Apartments. *Staff recommends this alternative because it will assist in the viability of the project.*
2. Decline to hold the public hearing and adopt Resolution 2011-100. *Staff does not recommend this alternative because not to holding the public hearing and adopt the resolution will jeopardize this affordable project.*

FISCAL IMPACT

Approval of Attachment A will allow the California Statewide Communities Development Authority to reissue tax-exempt bonds in an amount not to exceed \$23 million. This action will have no impact on the financial viability of the City. The obligation to repay the bonds and provide the required security will be that of One Moreno Valley 240, L.P., a California limited partnership, not the City. The issuance of the bonds and the financial assistance to this project has no impact on the City's General Fund.

SUMMARY

The Oakwood Apartments were completed and reached stabilized occupancy. The final piece of the permanent financing is being put into place. However, it is necessary to

revise the terms of the previously issued multifamily housing revenue bonds to make them coincide with the permanent mortgage. This hearing and resolution are necessary for the reissuance of the bonds.

NOTIFICATION

Notice of a public hearing with respect to the proposed reissuance of the bonds was published in a newspaper of general circulation in the City on September 27, 2011.

ATTACHMENTS/EXHIBITS

Attachment A - Resolution No. 2011-100

Prepared By
Shaniqua Freeman
Housing Program Coordinator

Department Head Approval
Barry Foster
Community & Economic Development Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2011-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING THE REISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE OAKWOOD APARTMENTS (MORENO VALLEY)

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 *et seq.* and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Moreno Valley (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, One Moreno Valley 240, L.P., a California limited partnership or related entities, has requested that the Authority adopt a plan of financing providing for the reissuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$23,000,000 in outstanding aggregate principal amount, to refinance the acquisition, construction and development of a 241-unit multifamily rental housing project, located at 15168 Perris Blvd., Moreno Valley, California and generally known as Oakwood Apartments (the "Project"); and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, it is intended that this resolution shall constitute the approval of the reissuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the reissuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. The Clerk of the City Council shall forward a certified copy of this Resolution and a copy of the affidavit of publication of the hearing notice to:

Justin Cooper, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, California 94105

Section 5. This resolution shall take effect immediately upon its passage.

APPROVED and ADOPTED this 11th day of October, 2011

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Moreno Valley at its regular meeting held on the 11th day of October 2011, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

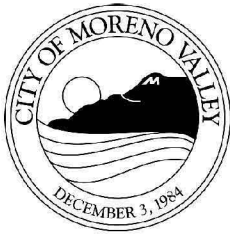
By: _____
Jane Halstead, City Clerk

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CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

- a. Mayor Richard A. Stewart report on
March Joint Powers Commission (MJPC)**
- b. Mayor Pro Tem Jesse L. Molina report on
Riverside Transit Agency (RTA)**
- c. Council Member Robin N. Hastings
report on Western Riverside Council of
Governments (WRCOG)**
- d. Council Member William H. Batey II
Report on Riverside County Habitat
Conservation Agency (RCHCA)
(Continued from September 27, 2011)**

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	<i>caf</i>
CITY MANAGER	<i>RH</i>

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: October 11, 2011

TITLE: APPOINTMENT TO THE ARTS COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint Kevin L. Morrissey to the Arts Commission with a term expiring June 30, 2012;
2. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

Applications were accepted by the City Clerk's Office to fill a vacancy for the Arts Commission. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The Arts Commission has one vacant position with a term expiring June 30, 2012. The City Clerk's Office received one application for this Commission from Kevin L. Morrissey.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Both applicants complied with this requirement.

ALTERNATIVES

The Arts Commission considers matters pertaining to the promoting arts activities and education in the City. Choosing not to fill vacancies on this commission would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley’s future. Therefore, staff recommends that the City Council make the recommended appointment.

NOTIFICATION

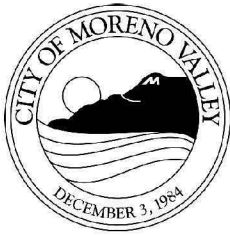
1. Publication of the agenda
2. Report and agenda mailed to applicants

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

FROM: Sonny Morkus, Human Resources Director

AGENDA DATE: October 11, 2011

TITLE: ADOPT RESOLUTION NO. 2011-59, TO APPROVE AN AMENDMENT TO THE CalPERS CONTRACT TO PROVIDE THE 2% AT AGE 55 AND THREE-YEAR FINAL COMPENSATION CALCULATION RETIREMENT BENEFITS FOR NEWLY HIRED EMPLOYEES STARTING ON DECEMBER 23, 2011, AND CONDUCT THE FIRST READING OF ORDINANCE NO. 828, AS REQUIRED BY CalPERS

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-59, to announce the City's intention to approve an amendment to the CalPERS Contract to provide the 2% at Age 55 and Three-Year Final Compensation Calculation Retirement Benefits for newly hired employees starting on December 23, 2011, and conduct the first reading of Ordinance No. 828, as required by CalPERS.

ADVISORY BOARD/COMMISSION RECOMMENDATION

"Not applicable."

BACKGROUND

During the Meet & Confer Process for the FY 2011/12 successor MOU's for the City three employees associations, the City's labor negotiating team introduced the proposal of providing the 2% at Age 55 and Three-Year Final Compensation Calculation CalPERS retirement benefits for new hires.

DISCUSSION

During the period of March 2011 through August 2011, the City's labor negotiating team met and conferred in good faith with the three employees associations and gained their agreement with the City's intention to implement an amendment to the City contract with CalPERS, in order to implement a third tier of retirement benefits for newly hired employees, effective September 30, 2011. In order to meet all required PERS processing steps, implementation of the new tier is recommended for December 23, 2011. The third tier benefits will consist of the 2% at Age 55 Formula and Three-Year Final Compensation Calculation Retirement Benefits for eligible employees hired on or after December 23, 2011, who become members of CalPERS for the first time. In the rare case where an employee leaves the City's employment under the 2.7% @ Age 55 and Single Highest Year Formula, and the City rehires the same employee after adopting 2% @ Age 55 and Third-Year Formula, the City's PERS Contract requires the City to again provide the rehired employee the same 2.7% @ Age 55 and Single Highest Year Formula. The employees associations' agreement to implement the amendment to the City contract with CalPERS is included in each of the three employees associations' Memoranda of Understanding (MOU) for Fiscal Year 2011/12, regarding the Moreno Valley City Employees Association (MVCEA), Moreno Valley Management Association (MVMA), and Moreno Valley Confidential Management Employees (MVCME).

There is a three-month schedule that CalPERS requires for an amendment to the City's current contract with CalPERS for the provision of retirement benefits. The first step in the process is the adoption of Resolution No. 2011-59 and the first reading of Ordinance No. 828. This staff report and City Council action will start the schedule process. On November 8, 2011, a follow-up staff report will be submitted for the second reading for the adoption of Ordinance No. 828, along with the actual CalPERS Contract Amendment to approve.

ALTERNATIVES

The action of the City Council to approve the attached resolution and to conduct the first reading of the related ordinance relates to the current labor negotiations with the three employee associations: Moreno Valley City Employees Association; Moreno Valley Management Association; and Moreno Valley Confidential Management Employees.

FISCAL IMPACT

The implementation of the 2% at Age 55 and Three-Year Highest Average Compensation Calculation CalPERS retirement benefits for new hires is expected to reduce the cost to the City budget for benefits between a range of \$1,710.00 to \$3,000.00 per employee per year, depending on the employees' compensation levels. The City's CalPERS Employer Rate will be reduced from 19.344% to 15.922% for the new hires. The newly hired employees will be required to pay for the 7% employee's member contribution, and the City will not pay any portion of the employee's member contribution.

CITY COUNCIL GOALS

The action of the City Council to approve the attached resolution will contribute to one of the City Council’s goals, i.e. “Positive Environment: Create a positive environment for the development of Moreno Valley’s future.”

NOTIFICATION

The three employee associations have been notified of the staff report and staff recommendation for City Council to approve the adoption of the attached Resolution No. 2011-59 and the first reading of Ordinance No. 828. Copies of this staff report and attached resolution were sent to the employee associations and all three concur with the recommended City Council action, pending ratification of the successor MVMA MOU and MVCME MOU for Fiscal Year 2011/12.

ATTACHMENTS/EXHIBITS

1. Resolution to Approve an Amendment to the CalPERS Contract.
2. Ordinance relating to the Amendment of the CalPERS Contract.
3. Exhibit

Prepared and Approved By:

Sonny Morkus
Human Resources Director

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF MORENO VALLEY**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20475 (Different Level of Benefits), Section 21354 (2% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved

(Amendment)
CON-302 (Rev. 4/96)

Attachment 1

Resolution No. 2011-_____
Date Adopted: November 11, 2011

RESOLUTION JURAT

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

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the ____ day of _____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

ORDINANCE NO. 828

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF MORENO VALLEY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

That an amendment to the contract between the City of Moreno Valley and the Board of Administration, California Public Employees' Retirement system is hereby authorized, a copy of said amendment being attached hereto, marked "Exhibit", and by such reference made a part hereof as though herein set out in full.

SECTION 2.

The Mayor of the City of Moreno Valley is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3.

This Ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of fifteen (15) days from passage thereof shall be published at least in the Press Enterprise, a newspaper of general circulation, published and circulated in the County of Riverside and thenceforth and thereafter the same shall be in full force and effect.

APPROVED AND ADOPTED this 8th day of November, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Ordinance No. 828
Date Adopted: November 8, 2011

Attachment 2

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EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Moreno Valley

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 16, 1985, and witnessed October 15, 1985, and as amended effective February 14, 1992, July 5, 1995, July 15, 1997, January 6, 1999, July 18, 2003, January 13, 2007 and March 27, 2009 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 12 are hereby stricken from said contract as executed effective March 27, 2009, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after October 16, 1985 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
- (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.
 - (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **SAFETY EMPLOYEES.**
6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after January 13, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after January 13, 2007 and not entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
9. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for those local miscellaneous members entering membership on or prior to the effective date of this amendment to contract.
 - b. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
 - c. Section 21574 (Fourth Level of 1959 Survivor Benefits).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- d. Section 21024 (Military Service Credit as Public Service).
 - e. Section 20965 (Credit for Unused Sick Leave).
 - f. Section 20903 (Two Years Additional Service Credit).
 - g. Section 20475 (Different Level of Benefits). Section 21354 (2% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.
10. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
12. Public Agency shall also contribute to said Retirement System as follows:
- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF MORENO VALLEY

BY _____
DARRYL WATSON, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

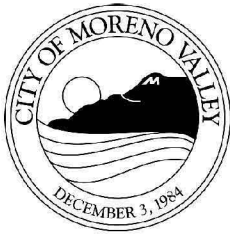
BY _____
PRESIDING OFFICER

Witness Date

Attest

Clerk

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: October 11, 2011 (Continued from September 27, 2011)

TITLE: MEDIA AND COMMUNICATIONS STRATEGY

RECOMMENDED ACTION

Staff recommends that the City Council approve the proposed Media and Communications Strategy.

BACKGROUND

At the May 2011 Goal Setting Workshop, the City Council identified prioritized goals and developed specific action items to achieve these collective goals to continue to move Moreno Valley forward. One prioritized goal identified by the Council was to enhance the City's image. An integral part of this is the development of a Media and Communications Strategy that will increase the use of social media and e-mail communications with the community as well as expand communication outreach to the public. Council also directed City staff to develop a series of town hall meetings with at least one meeting conducted in each Council District per year.

In July 2011 the City Council adopted action steps to make Moreno Valley a *Best Place to do Business*. One of the five action steps included in the plan was to improve the City's marketing and communication efforts. The proposed Media and Communication Strategy addresses the necessary steps to ensure the City is successfully and enthusiastically marketed as a *Best Place to do Business* in a cohesive and focused manner.

DISCUSSION

Council Members, City staff, residents, business owners and local stakeholders often express frustration with the City's image. Simply put, they are unhappy that the perception of our community is negative and not indicative of the overwhelmingly

positive reality that we recognize. Understanding that perception oftentimes equals reality, the proposed Media and Communication Strategy (attached) aims to better control our message and enhance the dissemination of accurate information about Moreno Valley. Three goals identified to achieve this include:

- **Goal 1: Ensure accurate information is disseminated to the public**
- **Goal 2: Maximize media and communication resources to 1) better promote the City's many positive City events, programs and services, 2) enhance the City's "Shop MoVal" program, and 3) advance Moreno Valley as a Best Place to do Business**
- **Goal 3: Enhance our residents' connection with City Government and demonstrate the value of City services**

This Media and Communications Strategy aims to achieve these goals in a coordinated, concerted, and cost-effective manner. Through effective communication with all of the stakeholders within Moreno Valley, the City can enhance community pride, create a more positive environment, and attract and retain key business partners in Moreno Valley. As indicated in the attached plan, each action has been assigned to the appropriate department for implementation.

ALTERNATIVES

- 1) Approve the proposed Media and Communications Strategy. *Staff recommends this alternative as the proposed strategy helps address the Council's expressed goals of enhancing the City's image, expanding communication outreach to the public and improving the City's marketing and communication efforts (one of the adopted action steps to make Moreno Valley a Best Place to do Business.)*
- 2) Not approve the proposed Media and Communications Strategy. *Staff does not recommend this alternative as the proposed strategy is a task related to the Council-adopted goal to enhance the City's image and is part of the Council-adopted action steps to make Moreno Valley a Best Place to do Business.*

FISCAL IMPACT

Implementing the proposed Media and Communications Strategy will have no fiscal impact as all of the strategies and action items can be executed within the adopted budget.

COUNCIL GOALS

Positive Environment: Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness: Promote a sense of community pride and foster an excellent image about our City by developing and

executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

SUMMARY

The proposed Media and Communications Strategy assists in addressing the City Council’s goal of enhancing the City’s image and implements the necessary steps to ensure the City is successfully and enthusiastically marketed as a *Best Place to do Business*.

ATTACHMENT

Proposed Media and Communications Strategy

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Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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Introduction

At their May 2011 Goal Setting Workshop, the City Council identified prioritized goals and developed specific action items to achieve these collective goals to continue to move Moreno Valley forward. One prioritized goal identified by the Council was to enhance the City's image (see Attachment "A"). An integral part of this is the development of a Media and Communications Strategy that will increase the use of social media and e-mail communications with the community as well as expand communication outreach to the public. Council also directed City staff to develop a series of town hall meetings with at least one meeting conducted in each Council District per year.

In July 2011 the City Council adopted action steps to make Moreno Valley a *Best Place to do Business* (Attachment "B"). One of the five action steps included in the plan was to improve the City's marketing and communication efforts. This Media and Communication Strategy address the necessary steps to ensure the City is successfully and enthusiastically marketed as a *Best Place to do Business* in a cohesive and focused manner.

Council Members, City staff, residents, business owners and local stakeholders often express frustration with the City's image. Simply put, they are unhappy that the perception of our community is negative and not indicative of the overwhelmingly positive reality that we recognize. Understanding that perception oftentimes equals reality, this Media and Communication Strategy aims to better control our message and enhance the dissemination of accurate information about Moreno Valley. Three goals identified to achieve this include:

- ***Goal 1: Ensure accurate information is disseminated to the public***
- ***Goal 2: Maximize media and communication resources to 1) better promote the City's many positive City events, programs and services, 2) enhance the City's "Shop MoVal" program, and 3) advance Moreno Valley as a Best Place to do Business***
- ***Goal 3: Enhance our residents' connection with City Government and demonstrate the value of City services***

This Media and Communications Strategy aims to achieve these goals in a coordinated, concerted, and cost-effective manner. Through effective communication with all of the stakeholders within Moreno Valley, the City can enhance community pride, create a more positive environment, and attract and retain key business partners in Moreno Valley.

Target Audience

Communicating accurate information to better promote Moreno Valley is everybody's job. By providing target audiences with timely and informative news about their community we can help ensure that our many positives outweigh the periodic negative items that occur in every community. It is critical that the City clearly communicates information to the community in a helpful, accessible, consistent, and unthreatening manner to ensure that the citizens, businesses, and visitors to Moreno Valley feel welcome and engaged within in our community.

Primary Target Audience

The primary target audiences for an effective media and communications strategy are the groups of people with whom the City wishes to regularly communicate on a variety of topics and issues:

- ◆ Residents of Moreno Valley
- ◆ City Council, Commissions, and Committees
- ◆ Non-profit organizations
- ◆ County, State, and Federal representatives
- ◆ Community groups and organizations
- ◆ News media
- ◆ Development community
- ◆ Chambers of Commerce
- ◆ Existing businesses, property owners, and managers
- ◆ Public agencies
- ◆ Employees
- ◆ Regional organizations and agencies
- ◆ Volunteers
- ◆ School Districts
- ◆ Visitors to Moreno Valley

Secondary Target Audience

The secondary target audiences are groups with which the City communicates on a semi-regular basis:

- ◆ Businesses in neighboring cities and communities
- ◆ Other government television stations
- ◆ Residents living in neighboring cities and communities
- ◆ Future or potential residents

Goals, Strategies and Actions

With the understanding that a Media and Communications Strategy that builds on strong themes is more effective than a program with scattered and unrelated messages, key themes will be communicated frequently in a variety of ways utilizing simple messages. It is important that all communications reinforce and reflect the goals and target issues of the City as established by the City Council, underscoring the idea of an organization with its focus on "people, pride and progress."

Goal 1: Ensure Accurate Information is Disseminated to the Public

Accuracy is the most basic, and also the most critical, element in communicating effectively. The following goals and strategies will assist in ensuring that accurate and timely information is being provided by the City:

Strategy: Ensure continuity of message.

Action:

- ◆ **Review and reinforce City administrative policy #2.5, “Public Information & Media Relations”** (Attachment “C”), which establishes procedures and guidelines for the coordination and dissemination of information to the public on behalf of the City. In order to ensure accuracy and continuity of message, all departments will observe this policy, with particular attention to the following (Assigned to: All Departments):

All printed materials (fliers, posters, signs, pamphlets, brochures, advertisements, maps, presentation materials, etc.) designed for distribution to and/or viewing by the public shall be reviewed by the Public Information Officer prior to printing or copying.

Strategy: Ensure that the City’s Website contains current information and continue to enhance the site to improve user-friendliness

Actions:

- ◆ **Perform an audit of the City’s website** to ensure that it is user friendly and data rich, and identify areas where processes can be clarified (Assigned to: City Manager’s Office and the Community and Economic Development Department)
- ◆ **Review the City’s main web page daily** for current content and remove any outdated content immediately (Assigned to: City Manager’s Office)
- ◆ **Reactivate the City’s Media Liaison Team**
 - Update the current Media Liaison list to include one representative from each Department that is responsible to maintain the information on their department web pages (Assigned to: City Manager’s Office)
 - Team will participate in regular meetings (Assigned to: All Departments)
 - Team will work together to improve the utilization of social media sources (Assigned to: All Departments)
 - Solicit article ideas for submission to various business journals, government magazines, and other news media to promote City programs and events (Assigned to: All Departments)
 - Review the City’s *Brand & Style Guide* with all departments to ensure continued and consistent usage (Assigned to: All Departments)
 - Team will review information posted by the webmaster for accuracy (Assigned to: All Departments)

Goal 2: Maximize media and communication resources to 1) better promote the City's many positive events, programs and services, 2) enhance the City's "Shop MoVal" program, and 3) advance Moreno Valley as a Best Place to do Business

Strategy: Develop a retooled marketing plan (Assigned to: Community and Economic Development Department)

Actions:

- ◆ **Encourage cooperative marketing opportunities** with targeted area developers to attract tenants through outreach to media outlets and the community
- ◆ **Promote the vision that Moreno Valley is a Medical Community** as outlined in the Economic Development Action Plan adopted by City Council in April 2011 through creating media content for the City's website, developing public service announcements, and working with media outlets to distribute storylines detailing this development
- ◆ **Brand the City as a Best Place to do Business and as a Job Center**
- ◆ **Identify new publications and aggressively pursue publication** of City stories to print media in addition to the Press-Enterprise and working with editors to ensure they are published, including business journals (Assigned to: City Manager's Office and Community and Economic Development Department)
- ◆ Work with the Moreno Valley Chamber of Commerce to **videotape the featured speaker at the monthly Wake Up Moreno Valley** meetings for airing on MVTV-3 to promote local programs and businesses (Assigned to: City Manager's Office)
- ◆ **Develop a City media packet** with information on City staff and community data (Assigned to: City Manager's Office)
- ◆ **Billboard signage campaign** to fill unused billboard space to promote City information for free or at reduced costs. (Assigned to: Community and Economic Development Department)
- ◆ Work with the Moreno Valley Police Department to **establish a press release policy** identifying which events and actions warrant media notification. (Assigned to: City Manager's Office)
- ◆ MVTV-3 **video productions promoting local restaurants**, similar to current Spotlight on Business productions (Assigned to: City Manager's Office)

Strategy: Develop smartphone applications to improve communication and connectivity (Assigned to: Financial and Administrative Services Department)

Actions:

- ◆ **Establish a City committee** to develop the use of Smartphone applications
 - Assign at least one committee member from each department
 - Invite the Chambers of Commerce to participate
 - Survey City staff, community members, and other cities to identify desired smartphone applications specific to Moreno Valley such as:
 - Promoting City events
 - Connecting to City services such as reporting stray animals, graffiti, potholes, etc.
 - Crime tip reporting and online crime maps
 - Places to dine and stay

- ◆ **Explore cost sharing opportunities** for the development and maintenance of applications that include:
 - Public Safety related items, seek grants for federal funding opportunities (Assigned to: City Manager's Office, Police and Fire)
 - Chamber of Commerce related items in order to create a "Things to do" and "Place to dine" section for the application (Assigned to: Community and Economic Development Department and City Manager's Office)

Strategy: Create and maintain a Community Calendar

Actions:

- ◆ Work with the Chambers of Commerce to **establish a joint community calendar of events** (Assigned to: Community and Economic Development Department and City Manager's Office).
- ◆ **Develop an online form** for businesses, non-profit organizations, homeowners associations, schools, etc. to easily submit information on community events that they are sponsoring (Assigned to: City Manager's Office)
- ◆ **Promote the Community Calendar events** by distributing the calendar via the City's e-mail database and ensure that the City's Twitter account sends out information in a timely manner regarding these events (Assigned to: City Manager's Office)

Goal 3: Enhance our residents' connection with City Government and demonstrate the value of City services

The City will be proactive in communicating with the community rather than reactive. By taking a positive approach in the planning and execution of communicating with the community, the City will build a stronger rapport with our residents, business owners, and stakeholders. While the City currently offers a variety of ways for its citizens to provide input and learn about City services, it is imperative that the City continues to encourage residents and businesses to communicate both positive and negative issues with their Council representative and with City staff. It is also important to demonstrate the value of City services so that our residents understand and support local government.

Strategy: Enhance direct communications by the City Council and City Staff with the community (Assigned to: City Manager's Office)

Actions

- ◆ **Establish Council Connection Town Hall meetings** within each City Council District promoting two-way communication with residents (Assigned to: City Manager's Office and City Council Office)
 - Include meet and greet with Department Heads, remarks by the Council Member and City Manager, a presentation focusing on one topic (public safety, economic development, etc.), and a question & answer session.
 - Post all questions and answers from each Town Hall meeting on the City's web site within on week.

- ◆ **Establish City and Business Connection Luncheons** in each Council District as an opportunity for business leaders to communicate with their Council Member (Assigned to: Community and Economic Development Department)
- ◆ **Develop and build an e-mail database** to distribute e-mail “blasts” to residents and businesses containing City news and events (Assigned to: City Manager’s Office)
- ◆ Investigate the **use of podcasting** City Council and Planning Commission meetings (Assigned to: City Manager’s Office)
- ◆ Convert “City Link” from a quarterly publication distributed as part of “Soaring” to a **monthly e-newsletter** (Assigned to: City Manager’s Office)
- ◆ **Include performance indicators** in City publications to celebrate accomplishments and educate residents about the benefits of City programs and services.

Strategy: Improve the City’s use of social networking

Actions

- ◆ **Increase the use of Facebook** by City Departments (Assigned to: City Manager’s Office)
- ◆ **Increase the number of City followers on Twitter** by providing “how to” training to staff to enhance City Departments’ use (Assigned to: All City Departments)
- ◆ Increase the community’s awareness and viewership of City Programming that is available on **YouTube** (Assigned to: City Manager’s Office)

Media and Communications Toolbox

The City uses a variety of interactive communication tools and techniques wherever and whenever possible to involve target audiences in the communications process. This aids in building the idea that this is not just the residents’ City or the businesses’ City but this is everyone’s City. Below is a list of the tools to be used by City staff to communicate effectively with both our primary and secondary target audiences.

- | | | |
|--------------------------------------|---|---|
| ◆ Advertisements | ◆ Fact Sheet | ◆ Public service announcements |
| ◆ Booths at major events | ◆ Facebook | ◆ Publish articles in magazines and business journals |
| ◆ Brochures | ◆ Internet | ◆ Radio talk programs |
| ◆ Citizen surveys | ◆ Media packet | ◆ Town Hall meetings |
| ◆ City Council meetings | ◆ MVTV-3 | ◆ State of the City |
| ◆ <i>City Link</i> e-newsletter | ◆ New conferences | ◆ Council business luncheons |
| ◆ City website | ◆ Open house events | ◆ Twitter |
| ◆ Comprehensive Annual Fiscal Report | ◆ Parks and Recreation <i>Soaring</i> guide | ◆ Utility Bill Insert |
| | ◆ Press releases | ◆ You Tube |

Assessment

City Staff will periodically review and assess progress made in achieving the goals described in this Media and Communication Plan by measuring its success utilizing a variety of tools, including:

- ◆ Content of media coverage
- ◆ City Council surveys
- ◆ Communication and service awards
- ◆ Survey e-mail subscribers from the City's website
- ◆ News release totals
- ◆ Web visitors and Web analyses

Summary

The intent of this plan is to foster proactive communications with the Moreno Valley community and neighboring communities reflecting the many positive aspects of our City; to connect the public with the government by reaching out and establishing two-way communications through a variety of resources; to promote Moreno Valley as a *Best Place to do Business*; and to better control our message by ensuring that accurate information about Moreno Valley is distributed to the public. Every resident, business owner, and employee within the City “owns” a piece of Moreno Valley and it is the job of each of these stakeholders to promote our community as the place to be. This plan is a dynamic strategy that will serve as a road map to assist in this endeavor.

Attachment "A"

Prioritized Goal #5: Enhance City Image
Actions
1. Develop Media & Communications Strategy: <ul style="list-style-type: none"> a. Increase use of Social Networks b. E-mail Blasts c. Expand Communication Outreach/ Networking d. District Town Hall Meetings
2. Corridor Beautification Program

Further defined tasks, responsible department, and schedule:

TASK	DEPARTMENT	SCHEDULE
Develop database of e-mail addresses to distribute immediate information to residents, businesses, and other agencies	CMgr	June 2011
Transition "City Link" newsletter to an on-line e-newsletter posted on the web site and automatically e-mailed to subscribed residents and businesses	CMgr	July 2011
Expand options for distributing City 2011 information to magazines and news outlets, promote the community and events via alternative publications and through attendance at various meetings	CMgr	September
Explore and discuss District Town Hall meetings with the Council, establish a schedule for quarterly or semi-annual events	CMgr	June 2011
Review options for a Citywide Corridor Beautification Program for Council consideration	PW	August 2011

“Attachment B”
Recommendations for Action Steps
to Make Moreno Valley a “Best Place to do Business”

Development Services

- Implement the use of “E-permitting” to accelerate the process of doing business in Moreno Valley
- Expand and strengthen business and development ombudsperson program to include new or expanding small businesses.
- Host quarterly workshops with contractors and developers aimed at improving development processes in Moreno Valley.
- Improve Pre-Project Review Staff Committee (PRSC) and PRSC process to include project management services to small business.
- Create consistent explanation (website and handouts) of codes and processes, and to provide clarity and coordination of development services processes.

Business Attraction

- Identify and form key industry leadership groups to create industry specific synergy in the community helping to mitigate any obstacles to business attraction and help develop strategies to attract industry related business and workforce, improve city processes, and evaluate policies that may require updating to support the objectives outlined in the Economic Development Action Plan.
- Explore policy development for the creation of a tiered Moreno Valley Electric Utility “Economic Development” rate structure and incentive program.

Business Retention and Expansion

- Develop ways to expand the Shop MoVal campaign to provide more exposure for local business and encourage increased business-to-business relationships.
- Pursue ways to increase local vendor preference, including expanding existing procurement policy.
- Implement a new meeting program with local businesses to discuss business opportunities. The Program would be held once a year in each Council District and include the opportunity to talk to the Councilmember, City Manager, and Community & Economic Development Director. The Program will compliment the existing Business Roundtable.
- Enhance the Business Resource Guide.

Marketing and Communication

- Perform an audit of the City's website to ensure that it is user friendly and data rich, and identify areas where processes can be clarified.
- Develop a re-tooled marketing plan to incorporate the following:
 - Cooperative marketing opportunities with targeted area developers to attract tenants
 - Identifying the City as a medical community
 - Brand the City as a job center
- Create an e-newsletter or explore other communication methods to improve residents' and business' knowledge about what's happening in the City.
- Increase use of social media.
- Create and maintain a community calendar to include business networking and education opportunities as well as community events and meetings.
- Explore use of Smartphone apps for improved communication and connectivity.
- Encourage on going feedback (How are we doing?) by posting regular surveys on the city's website.

Community Vitality

The best places to do business also reflect characteristics of the best places to live. These places tend to exude a "sense of place" reflected in aspects of quality of life including activity, arts and culture, and beauty in the environment.

- Explore additional community events- things to do.
- Explore idea of annual corporate sponsorship programs to create marketing value for local business and provide funding for community events.
- Enhance neighborhood groups by implementing community update meetings.

“Attachment C”

City of Moreno Valley

General Management
Policy #2.5
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PUBLIC INFORMATION & MEDIA RELATIONS

PURPOSE: To provide procedures and guidelines for coordinating and disseminating information to the public on behalf of the City of Moreno Valley. The policy will be modified and expanded as necessary.

STATEMENT: The City of Moreno Valley shall provide timely and accurate information to keep the Council, staff and community apprised of pertinent City issues, services and events. The City shall utilize appropriate and effective means to communicate its messages to both general and target audiences. This policy contains guidelines that will achieve the City's communications objectives and facilitate a successful working relationship with the local and regional media.

POLICY GOALS:

- Fully utilize the news and special interest media, MVTV-3, City publications and the City Web site as an effective means of communicating with citizens and target groups (including business sector, community leaders, homeowner groups, City employees).
- Facilitate the timely flow of public information to appropriate media through an effective internal process that maximizes message consistency, factual accuracy and proper positioning.
- Educate the community about how government works and encourage citizen participation in the policy-making process.

POLICY:

I. **General Public Communications:**

- A. Letters and opinion surveys designed for mass distribution shall be reviewed by and coordinated with the City Manager's Office for content and format analysis and for placement strategies.
- B. All printed materials (fliers, posters, signs, pamphlets, brochures, advertisements, maps, presentation materials, etc.) designed for distribution to and/or viewing by the public shall be reviewed by the Public Information Officer prior to printing or copying.

II. **Federal Regulations for Newsletters and Mass Mailings:**

- A. **FPPC Compliance:** All newsletters and mass-distributed documents prepared at "taxpayers' expense" that are to be mailed or delivered to 200 or more residences or businesses in a single calendar month must comply with guidelines established by the Fair Political Practices Commission with respect to how elected officials are identified in these materials. (A complete copy of these regulations is printed in the California Code of Regulations, Title 2. Administration, S18901, et seq., and on file in the City Attorney's Office.) Following are the major guidelines and restrictions:
 - 1. A newsletter may include an article which references the name of a City Council member only if the Council has no control or review authority over the content of that newsletter. (This "independence" test is not violated if the Council merely approves a budget item to fund the newsletter, hires the staff to produce it, and dictates the frequency that the newsletter will be distributed.) If City staff determines that the independence test has been met, then they may include references regarding the activities of Council members as long as their names are not "featured."

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September 1, 1991
Revised 7/18/01; 12/21/07

PUBLIC INFORMATION & MEDIA RELATIONS

- a. "Featured" is defined as "...singles out the elected officer by the manner of display of his/her name or office in the layout of the document, such as by headlines, captions, type size, typeface, or type color." Therefore, except for the roster listing of all of the Council members or use of letterhead, the name of an elected officer may not be set apart from the text, such as indicating that the author of the article was an elected official by putting their name in the caption to the article.
 - b. The name or office of a Council member may not be in the headlines of the article, because the type size and typeface of that heading is different from the type size and typeface of the text of the article.
 - c. The definition of "featured" also provides that the item distributed may not include the Council member's photograph or his/her signature.
2. The City or a Council member may send out informational notices on City stationery which meet the 200-per-month threshold as long as such notices do not reference the name of that elected official in the heading, text or by use of his/her signature. It may, however, be permissible to include the name of that elected official in the text of that notice printed on the City stationery as long as it was not prepared or sent in cooperation, consultation, coordination or in concert with that elected officer and it does not "feature" his/her name.
 3. FPPC regulations allow Council members to send a letter which "features" their name by the manner of its display or by use of their photo or signature if it is a press release or editorial sent to members of the media. Therefore, there is no limitation on the content or format of any document sent only to members of the media. In addition, the number of copies of a mailing which is sent to the media is excluded from the 200-per-month threshold level.
 4. The FPPC has opined that the intent of the guidelines governing printed material also applies to video productions prepared at taxpayer expense; a Council member may not be featured in such video production in any way that may be construed as promotion of the Council member. The role of an elected official in a tax-supported video production must be limited to educating and informing the public, to retain FPPC compliance.

III. Media Response Philosophy:

- A. Timely and Accurate Responses: The City encourages accurate press coverage of programs, events and decisions which could be of interest and impact a significant segment of the community. In this regard, the City and the media have a mutual responsibility to provide accurate, objective information of City affairs to City residents. Inquiries from the news media are to be given a high priority and be responded to as quickly and efficiently as possible. Every effort should be made to meet media deadlines and to ensure that all information released is accurate and messages properly developed.

IV. Press Releases:

Press releases are any official written or verbal announcements initiated by City Hall to the media regarding official City business.

- A. Responsibility. All media releases relative to major citywide policies and actions shall be prepared and distributed by the City Manager's Office. Other departments that may prepare their own releases include:

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PUBLIC INFORMATION & MEDIA RELATIONS

1. Parks & Community Services Department, promoting special recreational and cultural activities.
 2. Police and Fire departments, providing fast-breaking news updates regarding major police and fire activity.
- B. Assistance. Upon request, the City Manager's Office will provide assistance with media releases prepared by those above. Other departments requiring press releases or technical assistance in preparing press releases should provide the CMO with written information pertaining to the topic as well as any special distribution list.
- C. Release Preparation & Format. Press releases shall be prepared according to the City's established format. Releases are kept on file in the City Manager's Office. A copy of all media releases distributed by any unit outside of the City Manager's Office should be forwarded to the City Manager's Office, which in turn will maintain a master file of press releases.
- V. **Release of Information Pertaining to Significant Issues & Events:**
- A. Definition of Issues. It is the responsibility of department directors to notify the City Manager of significant events or issues which occur within their departments which may be of major interest to the general public or media. Such issues include, but are not limited to:
1. An event/issue in an operating department or program that is controversial.
 2. Injury or death of a City employee while on or off official duty.
 3. Major malfunctions of a City facility which could impact the general welfare of the public or environment.
 4. An unexpected work stoppage or inability to provide a critical City service.
 5. The arrest or conviction of a City employee which may impact that individual's ability in successfully carrying out his/her professional responsibility.
 6. Major police or fire activities. *(Note: This is handled through the City's Emergency Notification Policy.)*
- B. Reporting Procedure. Once receiving the information, the City Manager will determine if it is necessary to contact the City Council, other department directors and the City's Public Information Officer. If public release of information is deemed appropriate, the City Manager, in consultation with the department director and the Public Information Officer, will determine the most appropriate mechanism in notifying the press.
- C. Back-up Procedure. If the City Manager is unavailable, the department director should contact the Assistant City Manager, then the Public Information Officer directly for dissemination of information. On those occasions when neither of these individuals or an acting City Manager is available, the department director should use his/her own judgment in releasing information to the press on fast-breaking news stories.

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PUBLIC INFORMATION & MEDIA RELATIONS

VI. Who Responds to Media Inquiries:

- A. Spokesperson. The City Manager will respond directly or designate a media spokesperson to respond to an issue of major public significance to ensure that the information is disseminated quickly and accurately to all interested media sources. When such a designation is made, the City Manager will notify the appropriate department director(s) and the Public Information Officer to forward all inquiries regarding the particular issue to the appointed spokesperson.
- B. Media Contacts to Staff. Non-management employees shall refer media inquiries to their department heads. A department director may delegate an employee to respond to an inquiry because of her/his involvement with an event or issue. In such cases, the staff member should work with the department director and Public Information Officer before the interview to develop appropriate responses to anticipated questions.
- C. City Council. Whenever possible, Council members are encouraged to notify the City Manager or Public Information Officer when they are approached by the media. Especially when having to respond to controversial issues, Council members are encouraged to review the issue with the City Manager and Public Information Officer to formulate their response.
- D. Public Safety. The Disaster Director (City Manager or Assistant City Manager) will work with the Public Information Officer to develop media responses in the event of major emergencies and disasters. A more detailed description of emergency public information procedures are contained in the City's Standard Operating Procedures (SOP).
- E. Police & Fire Issues. Whenever there is a fast-breaking story involving a major police/fire activity, the first media contact is the Police or Fire Chief or his/her designee, followed by the City Manager, public safety liaison and the Public Information Officer.

Throughout the entire chain of responsibility, it is essential that each individual involved in providing information to the media is kept abreast and briefed on the status of the event as it occurs. The chain of command can be modified to expedite release of crucial information.

VII. What to Do When Contacted by the Press:

All media inquiries received by staff should be responded to as quickly as possible, keeping in mind the frequent deadlines that are often imposed upon the working media. Clerical staff should be instructed to give priority to media calls by alerting their respective department head of media inquiries.

- A. Determine Nature & Focus of Story. It is important to determine the focus of the story as well as the specific information desired by the reporter. What may seem to be an "innocent" information request, oftentimes can turn out to be a front-page story, distorting the data supplied by the City. That's why it is always important to determine the reporter's focus and slant.
- B. Notification Procedure. Any staff member (management or non-management) who responds to a media inquiry, provides an interview, appears on a radio or television program, etc., shall notify his/her immediate supervisor, the department director, the City Manager and the Public Information Officer either by phone or written memo.

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Regarding controversial matters, the City Manager and/or Public Information Officer must be consulted before conducting the interview. This gives the spokesperson the opportunity to review anticipated questions and to formulate and properly position appropriate responses.

Departments which have on-going daily contact with the media are not required to follow the notification procedure for every media contact, only those which involve significant issues of concern.

VIII. Media Etiquette:

There are some very important "do's" and "don'ts" that should be observed in strengthening the relations between City Hall and the local media.

- A. Responding to Council Actions. Staff should not publicly make judgmental comments regarding individual Council members, Council actions, City administration or official City policy when responding to media inquiries. Staff should also refrain from anticipating an action or position which has not been formally taken by the City Council or City. Any inquiry regarding "why" an individual Council member voted in a particular manner on a specific issue should be forwarded to the Council member in question.
- B. Scope of Response. Staff members should not respond to media inquiries which are not directly related to carrying out the employee's professional responsibilities. If such a media inquiry is made, the staff members should assist the media in receiving the needed information by referring the source to the appropriate program manager or the Public Information Officer..
- C. Inaccurate Information. The media should not be intentionally misled or provided inaccurate information by a staff member regarding any City policy or event. Such tactics can lead to "city bashing," media skepticism and unwanted investigations.

IX. Public vs. Confidential Issues:

Most City records and official City meetings are open to the public and media. The media are no more or less privileged than the general public in being provided access to City Council meetings and City records. While City operations need not be disrupted or extraordinary accommodations made to provide access to public records, it should be emphasized that adequate information provided to the media or the public is beneficial both to citizens and the City in carrying out its public information efforts.

- A. Attendance at Meetings. The media and public are encouraged to attend and report on actions taken at Council meetings, study sessions, as well as regularly scheduled committee and commission meetings.
- B. Closed Sessions. Public and media attendance is not allowed at closed Council sessions dealing with litigation, security, negotiations or personnel-related matters.
- C. Public Records. The media and the general public shall be provided access to all records or proceedings which have been deemed to be of a public nature including:
 - 1. Written and taped proceedings of City Council meetings, committee and commission meetings, special ad hoc committee meetings and public hearings.
 - 2. Official City contracts and resolutions.

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3. Public Safety summary, including the following information:
 - a. crime reports
 - b. booking information
 - c. traffic collision reports
 - d. fire reports (accidents causing death, injury, severe damage)
 - e. fire inspection records for public assembly facilities
 4. Salary grades of City employees, upon request.
 5. FPPC/conflict of interest disclosure statements filed by the Council, commissioners and affected City staff.
 6. Interoffice correspondence that is not in draft form and does not address a personnel or confidential legal matter.
- D. Closed Records. City records that constitute an unwarranted invasion of individual privacy or involve confidential legal matters of City litigation are usually exempt from public disclosure. Such records include:
1. Personnel or medical records of City employees, including performance evaluations, background checks, disciplinary action, and such similar records.
 2. Actual proceedings of closed Council sessions. (The media can be told whether the Council will be discussing a litigation or personnel issue.)
 3. Preliminary labor negotiations leading up to labor contracts. Once executed, all employment contracts--both individual and union--become public records.
 4. Certain police/fire records, including juvenile records, prior criminal records or information regarding the character or reputation of an accused individual in a criminal action; and certain fire investigation records.
 5. Draft correspondence, including preliminary notes not yet finalized.
 6. Records pertaining to pending City litigation in which the City is a party.
 7. Confidential memos between the City Attorney and City officials/staff.
- NOTE:** In situations where there is a discrepancy or uncertainty on the part of a City employee regarding release of an official record to the media, the City Attorney should be contacted to make the final determination. Specific categories of records may be exempted by the Public Records Act.
- E. Litigation Issues. Staff members shall not respond to media inquiries regarding an issue involving City litigation or render personal or legal opinions on City policies or activities. If an employee is in doubt, the City Attorney should be contacted for clarification before responding to a media inquiry.

Approved by: City Manager
September 1, 1991
Revised 7/18/01; 12/21/07

PUBLIC INFORMATION & MEDIA RELATIONS

X. Correcting Misinformation:

The City has an obligation to clarify or correct any information released by the media which contains inaccuracies or quotes taken out of context relating to a City issue.

- A. Factual Discrepancies. The Public Information Officer shall contact the media when a story has been published or aired containing factual error which significantly impacts the public's perception of the issue being addressed. Managers are encouraged to notify the Public Information Officer immediately when they believe incorrect information is being communicated by the press regarding a City issue or program.
- B. Editorial Discrepancies. Managers should contact the Public Information Officer when there is evidence that a specific editorial comment or news story has been published or aired which does not appropriately represent a balanced perspective of the issue being discussed. The City Manager, in consultation with the Public Information Officer, will determine when an official City rebuttal or response is appropriate.
- C. Letters to the Editor. Department directors who believe an official City rebuttal is warranted regarding a news story should discuss the issue with the City Manager's Office. They will determine if a response is appropriate, as well as who should prepare and sign the letter. The City Manager must authorize and review all letters sent to editors on official City letterhead and/or by an employee who is acting in an official capacity commenting on City issues or programs.
- D. Responding as Private Citizens. City employees who choose to contact, initiate or respond to City-related news stories as private citizens shall not prepare such responses on City time, by City phones, on City stationery, or mail at City expense. Responses or letters shall not state or imply that the response is on behalf of the City. Use of City facilities or supplies is prohibited. These guidelines also apply to employees responding to or initiating press contacts as official representatives of City-sanctioned employee groups.

XI. Public Meeting Notification:

Public notices are any printed official announcement which notifies the community of a scheduled public meeting or hearing. The announcement can take the form of a flyer, legal notice or form letter for mass distribution. A copy of all printed notices should be submitted to the City Manager's Office.

- A. Public Meetings. Departments will be responsible for developing and disseminating notices announcing public meetings and hearings. Most affected are the City Clerk's Office, the Community Development Department, the Economic Development Department, the Redevelopment Agency, and the Public Works Department. The City Manager's Office will lend editorial graphics assistance in developing the notices.
- B. Agenda Notification. City Council agendas shall be made available to the public prior to Council meetings at the City Clerk's Office, at public facilities designated by the Clerk and the City's Web site. Copies shall be made available to the news media at the City Clerk's Office.

XII. Advertising:

- A. Display Advertising. The City Manager's Office coordinates development and placement of media advertising to promote City programs, services, events and issues. All requests for advertising must be

Approved by: City Manager
September 1, 1991
Revised 7/18/01; 12/21/07

PUBLIC INFORMATION & MEDIA RELATIONS

submitted to the City Manager's Office, which will coordinate copy development, graphic design and media placement with the requesting department. This policy does not apply to employment and legal advertising, which will be coordinated by the appropriate departments (i.e., Human Resources and City Clerk, respectively).

- B. Public Service Announcement. The City Manager's Office is the central coordinator for developing and placing public service announcements with the broadcast media (radio, TV and cable). PSA spots are announced free by the media as a community service. Two-to-three-week lead times are desired by most stations. All requests for PSAs must be submitted to the City Manager's Office, which will coordinate copy development and placement with the requesting department.

Approved by: City Manager
September 1, 1991
Revised 7/18/01; 12/21/07



City of Moreno Valley

Media and Communications Strategy

*Presented By: City Manager's Office
October 11, 2011*

- **May 2011 Goal Setting Workshop**
- **July 2011 “Best Place to Do Business” action steps**

Prioritized Goal #5: Improve MV’s Image

- ✦ **Negative image not reflective of positive reality.**
- ✦ **Improvement needed in communications.**

Develop Media & Communications Strategy:

- **Increase use of Social Media**
- **E-mail Blasts**
- **Expand Communication Outreach/ Networking**
- **District Town Hall Meetings**

Promotes Continuity of the Message and Enhances Sharing of Accurate Information:

- **Goal 1: Ensure Accurate Information is Distributed**
- **Goal 2: Maximize Communication Resources**
- **Goal 3: Enhance Community's Connection and Demonstrate Value**

Target Audiences

- **Current / Future Residents and Neighbors**
- **Current / Future Businesses and Developers**
- **City Council and Legislative Reps at all levels**
- **Media**
- **School Districts, Community Groups**
- **Regional Public Agencies**

Goal 1: Distribute Information that is Accurate

Strategy: Ensure Continuity of Message

- 
- Review all printed materials

Strategy: Enhance the Website

- 
- Audit for content and user-friendliness
- 
- Update the main web page daily
- 
- Reactivate the Media Liaison Team

Goal 2: Maximize Communication Resources

- 1. Promote City events, programs and services**
- 2. Enhance the “Shop MoVal” program**
- 3. Advance the marketing messages – Moreno Valley:**
 - as a Health Care Community**
 - as a Best Place to do Business**
 - as a Job Center**

Goal 2: Maximize Communication Resources

Strategy: Update the Marketing Plan

- Partner with local developers
- Expand article placements
- Media Packet
- Billboard space
- Press Release Policy
- MVTV-3: Chamber Wake-up speakers and a local restaurant production




Goal 2: Maximize Communication Resources

Strategy: Develop Smartphone Apps

-  Smartphone App Team to ID desired apps
-  Team will collaborate with the Chambers
-  Funding options: grants and cost-sharing

Goal 2: Maximize Communication Resources

Strategy: Community Calendar

-  Establish Calendar with Chambers of Commerce
-  Online form for submittal of community events
-  Promote events by calendar distribution

Goal 3: Enhance Connections and Demonstrate value

Strategy: Facilitate Direct Communications

- ❖ **Town Hall Meetings, Business Connection Luncheons**
- ❖ **Email database of e-blast subscribers**
- ❖ **Convert Soaring**
- ❖ **Include performance indicators in publications**

Goal 3: Enhance Connections and Demonstrate value

Strategy: Social Networking

- ❖ **Increase followers of City social network sites:
Facebook and Twitter**
- ❖ **Train City Departments to post updates**
- ❖ **Increase viewership of City Programming on YouTube**

Media and Communications Strategy

-458-

Item No. G.4

CITY MANAGER'S REPORT

**(Informational Oral Presentation only –
not for Council action)**

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ORDINANCE NO. 829

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION PA08-0098 TO CHANGE THE ZONE FROM BUSINESS PARK TO LIGHT INDUSTRIAL FOR A 55 ACRE SITE (ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026).

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Ridge Rancho Belago, LLC, has filed application PA08-0098, requesting an amendment of the City' Official Zoning Atlas as described in this ordinance.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on August 23, 2011, and continued to September 6, 2011, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 An Environmental Impact Report is proposed for the project under California Environmental Quality Act (CEQA) guidelines.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council on August 23, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project proposes a change to the Zoning Atlas for properties located within Assessor's Parcel Numbers 488-330-003 through -006 and -026 from Business Park (BP) to Light Industrial (LI). Potential impacts to traffic and air quality have been examined through the preparation of a Final Environmental Impact Report. Subject to approval of the Final Environmental Impact Report, the proposed Zone Change is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

Ordinance No. 829
Date Adopted:

FACT: The proposed Zone Change will not adversely affect the public health, safety or general welfare. A Final EIR has been prepared to address the potential environmental impacts of the Zone Change in accordance with the provisions of the California Environmental Quality Act (CEQA). Subject to approval of the Final EIR, the proposed Zone Change will not have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

3. Conformance with the Zoning Regulations – The proposed pre-zoning is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: The applicant has met the City’s Municipal Code and other regulations to change the zone. As proposed, the zone change from BP to LI for the 55 acre project site is consistent with the purposes and intent of Title 9.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification as shown on the attached map (marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk).

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

Ordinance No. 829
Date Adopted: _____

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 27th day of September, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Ordinance No. 829
Date Adopted:

Item No. H.2 .1

ORDINANCE JURAT

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

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Ordinance No. 829
Date Adopted: _____

ORDINANCE NO. 830

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA10-0017 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO CHAPTER 9.05 INDUSTRIAL DISTRICTS.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, Ridge Rancho Belago, LLC, has filed Municipal Code Amendment application PA10-0017, requesting an amendment to the City's Municipal Code, which proposes revisions to Chapter 9.05 of Title 9 to provide a minimum separation/buffering of warehouse/industrial facilities over 50,000 square feet from adjacent residential districts.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on August 23, 2011 and continued to September 6, 2011, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies presented testimony and documentation.

1.4 Although the proposed amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

SECTION 2: FINDINGS

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on August 23, 2011, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Municipal Code Amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project proposes changes to Permitted Uses Table 9.02.020-1 of the Municipal Code. The proposed Municipal Code Amendment is consistent with

and does not conflict with the goals, objective, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

FACT: The proposed Municipal Code Amendment will not adversely affect the public health, safety or general welfare. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

3. Conformance with Title 9 – The proposed Municipal Code Amendment is consistent with the purposes and intent of Title 9.

FACT: The proposed amendment meets all applicable Municipal Code requirements. As proposed, the amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDMENT:

3.1 Chapter 9.02 of Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

Chapter 9.05 INDUSTRIAL DISTRICTS

9.05.010 Purpose and intent.

A. The primary purpose of the industrial districts is to provide a sound and diversified economic base and ample employment opportunities for the citizens of Moreno Valley. It is the further intent of this chapter to accomplish this through the establishment of a specific, well-defined pattern of industrial activities which is compatible with residential, commercial, institutional and open space uses located elsewhere in the community; has good access to the regional transportation system; accommodates the personal needs of workers and business visitors; and which meets the service needs of local businesses.

B. In addition to the above, it is the further intent of the industrial districts:

1. To reserve appropriately located areas for industrial use and protect these areas from inharmonious uses;

2. To protect residential, commercial and nuisance-free nonhazardous industrial uses from noise, odor, dust, smoke, truck traffic and other objectional influences and from fire, explosion, radiation and other hazards potentially related to certain industrial uses;

Ordinance No. 830
Date Adopted: _____

3. To provide sufficient open space around industrial structures to protect them and surrounding areas from hazard and to minimize the impact of industrial plants on nearby residential or commercial districts; and

4. To minimize traffic congestion and to avoid the overloading of utilities by restricting the construction of buildings and structures of excessive size in relation to the size of the buildable parcel. (Ord. 359 (part), 1992)

9.05.020 Industrial districts.

A. Business Park District (BP). The primary purpose of the business park (BP) district is to provide for light industrial, research and development, office-based firms and limited supportive commercial in an attractive and pleasant working environment and a prestigious location. This district is intended to provide a transition between residential and other sensitive uses and more intense industrial and warehousing uses.

B. Light Industrial District (LI). The primary purpose of the light industrial (LI) district is to provide for light manufacturing, light industrial, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for light industrial uses that can meet high performance standards. This district requires buffering between residential districts and industrial and warehouse structures greater than 50,000 square feet in building area within the LI district. Please refer to the Special Site Development Standards in Section 9.05.040.B.9.

C. Industrial (I). The primary purpose of the industrial (I) district is to provide for manufacturing, research and development, warehousing and distribution and multitenant industrial uses, as well as certain supporting administrative and professional offices and commercial uses on a limited basis. This district is intended as an area for industrial uses that can meet high performance standards but that frequently do not meet site development standards appropriate to planned research and development parks.

D. Business Park-Mixed Use (BPX). The purpose of the business park-mixed use (BPX) district is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses. (Ord. 693 § 2 (part) (Exh. B), 2005; Ord. 590 § 2 (part), 2001; Ord. 359 (part), 1992)

9.05.030 Permitted uses for industrial districts.

For the industrial district, unless otherwise expressly provided in this title, permitted uses are limited to those described in the Permitted Uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord. 359 (part), 1992)

9.05.040 Industrial site development standards.

A. General Requirements.

1. The following table sets forth minimum property development standards for all land, buildings and structures constructed within the specified industrial districts. All sites shall conform to the dimensions set forth in this section. A development or center may, however, be a combination of many parcels totaling at least the required site size, but its design must be integrated and unified.

2. In addition, projects must comply with the special requirements enumerated in Section 9.05.040(B), the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and programs.

Table 9.05.040-8
Industrial Site Development
Minimum Standards

Requirement	BP / LI ¹	BPX	I
1. Minimum site area (in acres)	1	1	5
2. Minimum site width (in feet)	200	200	300
3. Minimum site depth (in feet)	200	200	300
4. Minimum front building setback area (in feet)	20	20	20
5. Minimum interior side building setback area (in feet)*	*(see note below)	*(see note below)	—
6. Minimum street side building setback area (in feet)	20	20	20
7. Minimum rear building setback area (in feet)*	*(see note below)	*(see note below)	—

¹See Special Site Development Standards 9.05.040.B.9 for unique separation requirements for structures greater than 50,000 square feet in building area.

*Structures shall be constructed on the property line or a minimum of three feet from the property line.

B. Special Site Development Standards.

1. When any industrial district abuts a property in any residential district, a minimum building setback equal to the building height, but not less than of twenty (20) feet shall be required from such residential district. Further, the ten (10) feet of such setback nearest the district boundary line shall be landscaped.

2. Where off-street parking areas industrial districts are visible from any street, screening in the form of a landscaped earthen berm, shrubs, or decorative wall three feet in height shall be erected between the required landscape area and the parking area.

3. In all industrial districts, required front building setback areas shall be landscaped. The landscaping shall consist predominantly of plant materials except for necessary walks and drives.

4. Except as otherwise permitted, a street side building setback area in any industrial district shall be used only for landscaping, pedestrian walkways, driveways or off-street parking. Where off-street parking in any industrial district is located within building setback areas, a minimum landscaped area ten (10) feet in depth shall be provided between the property line and parking area, with an additional minimum landscaped area ten (10) feet in depth required between the parking area and the building.

5. Except as otherwise permitted, required rear and interior side building setback areas in any industrial district shall be used only for landscaping, pedestrian walkways, driveways, off-street parking or loading, recreational activities or facilities, and similar accessory activities.

6. Parking for each use shall comply with the requirements of Chapter 9.11 and this section.

7. The land uses planned for each development shall be specified on the approved site plans. No use shall be established unless the development where it is located has adequate parking facilities to accommodate such use and any planned uses that share parking facilities with such use.

8. In the BP, LI and I districts, the retail sales of goods produced or warehoused in connection with a manufacturing, assembly or warehouse use may be conducted, provided that no more than fifteen (15) percent of the gross floor area of the space occupied by such use is devoted to retail sales. Any merchandise storage or display areas to which the public has access shall be considered as committed to the percentage of building area used for retail purposes.

9. In the LI district, industrial and warehouse structures greater than 50,000 square feet in building area shall be separated from any Residential district as determined by an air quality and noise impact analysis. The minimum separation distance for such uses shall be 250 feet between the Residential district and the building, truck court or loading area.

10. The parcelization of a business complex for marketing, financing or other purpose shall not establish separate privileges with respect to the maximum percentage of floor area specified in this section with respect to the BPX district. (Ord. 643 § 2.2, 2003; Ord. 616 § 2.2.5, 2005; Ord. 590 § 2 (part), 2001; Ord. 497 §§ 1.1, 1.2, 1.3, 1996; Ord. 464 §§ 1.2, 1.3, 1995; Ord. 405 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)

SECTION 4: EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

4.2 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 5: NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 27th day of September, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Ordinance No. 830
Date Adopted: _____

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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ORDINANCE NO. 833

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 10.02.100 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE MANDATORY SPAY AND NEUTER OF DOGS AND CATS

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE ADDED:

1.1 Section 10.02.100 of the Moreno Valley Municipal Code is hereby amended to read as follows:

“Section 10.02.100 Mandatory Spaying and Neutering – Dogs and Cats

A. Requirement.

1. No person may own, keep, or harbor an unaltered and unsprayed dog or cat in violation of this section. An owner or custodian of an unaltered dog must have the dog spayed or neutered, or provide a certificate of sterility, or obtain an unaltered dog license in accordance with this chapter. An owner or custodian of an unaltered cat must have the animal spayed or neutered, or provide a certificate of sterility.

B. Exemptions.

This section shall not apply to any of the following:

1. A dog with a high likelihood of suffering serious bodily harm or death if spayed or neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of this fact from a California Licensed Veterinarian. If the dog is able to be safely spayed or neutered at a later date, that date must be stated in the written confirmation; should this date be later than thirty (30) days, the owner or custodian must apply for an unaltered dog license.
2. A cat with a high likelihood of suffering serious bodily harm or death if spayed or neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of this fact from a California Licensed Veterinarian. If the cat is able to be safely spayed or neutered at a later date, that date must be stated in the written confirmation.
3. Animals recognized and registered with the American Kennel Club (AKC), United Kennel Club (UKC), or other national registry.
4. A dog used by law enforcement or the military for law enforcement, military or rescue activities.

5. A qualified service or assistance dog as defined in California Food & Agricultural Code Section 30850.
6. Any animal medically qualified by a California licensed veterinarian which is unable to be spayed or neutered due to the likelihood of the animal suffering serious bodily injury or death due to age or infirmity.

C. Denial or revocation of unaltered dog license and reapplication.

The Animal Services Division may deny or revoke an unaltered an unaltered dog license for one or more of the following reasons:

1. The owner, custodian, applicant or licensee is not in compliance with all of the requirements of this section.
2. The Animal Services Division has received at least three complaints, verified by the department, that the owner, custodian, applicant, or licensee has allowed a dog to be stray or run at large or has otherwise been found to be neglectful of his or her or other animals;
3. The owner, custodian, applicant, or licensee has been previously cited for violating a State law, local ordinance or other municipal provision relating to the care and control of animals;
4. The unaltered dog has been adjudicated by a court or an agency of appropriate jurisdiction to be potentially dangerous, dangerous or vicious, or to be nuisance within the meaning of the Moreno Valley Municipal Code or under state law;
5. Any unaltered dog license held by the applicant has been revoked;
6. The license application is discovered to contain a material misrepresentation or omission of fact.

D. Re-application for unaltered dog license.

1. When an unaltered dog license is denied, the applicant may re-apply for a license upon changed circumstances and a showing that the requirements of this chapter have been met. The Animal Services Division shall refund one-half of the license fee when the application is denied. The applicant shall pay the full fee upon re-application.
2. When an unaltered dog license is revoked, the owner or custodian of the dog may apply for a new license after a thirty (30) day waiting period upon showing that the requirements of this chapter have been met. No part of an unaltered dog license fee is refundable when a license is revoked and the applicant shall pay the full fee upon re-application.

E. Appeal of denial or revocation of altered dog license – Request for Hearing.

1. Notice of intent to deny or revoke. The Animal Services Division shall mail to the owner, custodian, licensee, or applicant a written notice of its intent to deny or revoke the license for an unaltered dog which includes the reason(s) for the denial or revocation. The owner, custodian, licensee or applicant may request a hearing to appeal the denial or revocation. The request must be made in writing within ten (10) days after the notice of intent to deny or revoke is mailed. Failure to submit a timely written hearing request shall be deemed a waiver of the right to appeal the license denial or revocation.
2. Hearing officer. The hearing shall be conducted by the Animal Services Division Manager's designee.
3. Notice and conduct of hearing. The Animal Services Division shall mail a written notice of the date, time, and place for the hearing not less than ten (10) days before the hearing date. The hearing date shall be no more than thirty (30) days after the department's receipt of the request for a hearing. The hearing will be informal and the rules of evidence will not be strictly observed. The Animal Services Division shall mail a written decision to the owner or custodian within ten (10) days after the hearing. The decision of the hearing officer shall be the final administrative decision.
4. Change in location of dog. If the dog is moved after the Animal Services Division has issued a letter of intent to deny or revoke, but has not yet denied or revoked the license, the owner, custodian, licensee, or applicant must provide the Animal Services Division with information as to the dog's whereabouts, including the current owner or custodian's name, address, and telephone number.

F. Transfer, sale, and breeding of unaltered dog or cat.

1. Offer for sale or transfer of unaltered dog. An owner or custodian who offers any unaltered dog for sale, trade, or adoption must include a valid unaltered dog license number with the offer of sale, trade or adoption, or otherwise state and establish compliance with this section. The unaltered license must appear on a document transferring the animal to the new owner.
2. Offer for sale or transfer of unaltered cat. An owner or custodian of an unaltered cat must notify the department of the name and address of the transferee within ten (10) days after the transfer. The microchip numbers, if any, must appear on a document transferring the animal to the new owner.

G. Penalties issued for failure to spay or neuter a dog or cat shall be enforced as set forth below:

1. An administrative citation, infraction, or other such authorize penalty may be issued to an owner or custodian of an unaltered dog or cat for a violation of this section only when the owner or custodian is concurrently cited for another violation under State or local law pertaining to the obligations of a person owning or possessing a dog or cat. Examples of such State law or local ordinance violations include, but are not limited to, the following: failure to possess a current canine rabies vaccination of the subject dog; dog at large; failure to license a dog; leash law violations; kennel or cattery permit violations; tethering violations; unhealthy or unsanitary conditions; failure to provide adequate care for the subject dog or cat in violation of the Penal Code; rabies quarantine violations for the subject dog or cat; operating a business without a license and/or lack of State Tax ID Number; fighting dog activity in violation of Penal Code section 597.5; animals left unattended in motor vehicles; potentially dangerous, dangerous or vicious animals; and noisy animals.
2. Should the owner or custodian of an unaltered dog or cat be found in violation of a State or local law, as stated above, in subsection (1), the owner or custodian shall be required to spay or neuter the unaltered animal in accordance with this section.

H. When an unaltered dog or cat is impounded pursuant to state and/or local law, in addition to satisfying applicable requirements for the release of the animal, including but not limited to payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:

1. Provide written proof of the dog or cat's prior sterilization, if conditions cannot or do not make this assessment obvious to animal services personnel;
2. Have the dog or cat spayed or neutered by a veterinarian under contract with the Animal Services Division at the expense of the owner or custodian. Such expense may include additional fees due to extraordinary care required;
3. Have the dog or cat spayed or neutered by another California licensed veterinarian. The owner or custodian may arrange for another California licensed veterinarian to spay or neuter the animal, and shall pay a spay/neuter deposit to the Animal Services Division. The veterinarian shall complete and return to the department within ten (10) days, a statement confirming that the dog or cat has been spayed or neutered or is, in fact, incapable of breeding and shall release the dog or cat to the owner or custodian only after the spay or neuter procedure is complete;

4. At the discretion of the Animal Services Division Manager, the dog or cat may be released to the owner or custodian if he or she signs a statement under penalty of perjury, representing that the dog or cat will be spayed or neutered and that he or she will submit a statement within ten (10) days of the release, signed by the veterinarian, confirming that the dog or cat has been spayed or neutered or is incapable of breeding; or
5. If the owner or custodian demonstrates compliance with this section.

I. The owner or custodian of the unaltered dog or cat shall be responsible for the costs of impoundment, which shall include daily board costs, vaccination/medication, and any other diagnostic or therapeutic applications as provided in this chapter.

1. The costs of impoundment shall be a lien on the dog or cat, and the unaltered animal shall not be returned to its owner or custodian until the costs are paid. If the owner or custodian of an impounded unaltered animal does not pay the lien against it in full within fourteen (14) days, the animal shall be deemed abandoned to the Animal Services Division in accordance with this chapter.

J. Application of fees and fines collected. All costs and fines collected under this part and the fees collected under this section, subsection (f) shall be paid to the Animal Services Division for the purpose of defraying the cost of the implementation and enforcement of this program.

K. No person shall be permitted to adopt any dog or cat, which has not been neutered, unless and until a spay / neuter deposit shall have been paid to the city. The spay / neuter deposit shall be as established from time to time by resolution of the city council in accordance with California Food and Agriculture Code Section 30503.

L. Upon presentation to the animal services administrator of a written statement or receipt from a veterinarian that such adopted dog or cat has been altered within six months, the alter deposit shall be refunded to the person who paid the deposit.

M. All adopted dogs or cats, if not already spayed or neutered, shall be altered within sixty (60) days; or the alter deposit if any, shall be deemed unclaimed and nonrefundable.

SECTION 2. EFFECT OF ENACTMENT:

2.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 3. NOTICE OF ADOPTION:

3.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 4. EFFECTIVE DATE:

4.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 11th day of October, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. _____ had its first reading on _____, _____ and had its second reading on _____, _____, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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