



AGENDA - REVISED
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES

July 5, 2016

REGULAR MEETING – 6:00 PM

City Council Study Sessions

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

City Council Meetings

Special Presentations – 5:30 P.M.

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

City Council Closed Session

Will be scheduled as needed at 4:30 p.m.

City Hall Council Chamber – 14177 Frederick Street

Teleconference: Playa La Mision de San Miguel
Mexican Federal Highway 1
Baja, CA 22744

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 Guy Pegan, ADA Coordinator, at 951.413.3120 at least 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Jeffrey J. Giba, Mayor Pro Tem
Jesse L. Molina, Council Member

Dr. Yxstian A. Gutierrez, Mayor

George E. Price, Council Member
D. LaDonna Jempson, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
July 5, 2016

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. St. Christopher Catholic Church Food Bank - Certificates of Recognition

2. Employee of the Quarter, 1st Quarter, 2016

Ashleigh Renz, Animal Control Officer

3. Business Spotlight
 - a) Sizzler's (District 1)

 - b) Rancho Belago Dance Company (District 3)

**AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES**

***THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD
MEETINGS***

**REGULAR MEETING – 6:00 PM
JULY 5, 2016**

CALL TO ORDER

Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority 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

Mr. Saranasiriw Wathogala, Moreno Valley Buddhist Temple

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 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 Sergeant-at-Arms. 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.

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 City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees

requests that an item be removed for 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 - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 17, 2016 6:00 PM

Recommendation: Approve as Submitted.

- A.3. PAYMENT REGISTER - APRIL 2016 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.4. APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PERCEPTIVE ENTERPRISES, INC. FOR THE DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (Report of: Public Works)

Recommendations:

1. Approve the Agreement for Professional Consultant Services with Perceptive Enterprises, Inc., to provide Disadvantaged Business Enterprise (DBE) Program services for U.S. Department of Transportation funded Capital Improvement Plan projects.
2. Authorize the City Manager to execute the agreement for Professional Consultant Services with Perceptive Enterprises, Inc.
3. Authorize the issuance of a purchase order to Perceptive Enterprises, Inc. in the amount of \$61,210 when the Agreement has been signed by all parties.
4. Authorize the City Manager to execute up to three (3) Amendments to the Agreement for a not-to-exceed amount of \$70,000 for each amendment.

- A.5. APPROVE RESOLUTION 2016-53 AND RESOLUTION 2016-54 CONSENTING TO THE INCLUSION OF INCORPORATED PROPERTIES IN

THE CITY OF MORENO VALLEY INTO THE CALIFORNIA HOME FINANCE AUTHORITY (CHFA) DOING BUSINESS AS GOLDEN STATE FINANCING AUTHORITY (GSFA) PACE PROGRAMS (Report of: Financial & Management Services)

Recommendations:

1. Approve Resolution No. 2016-53, a Resolution of the City Council of the City of Moreno Valley, California, Consenting to the Establishment of Property Assessed Clean Energy (PACE) Programs by the California Home Finance Authority (CHFA) doing business as Golden State Finance Authority (GSFA) Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy, Energy Efficiency, Water Efficiency, Seismic Strengthening Improvements and Electric Vehicle Charging Infrastructure and Authorizing the CHF to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings, Levy Contractual Assessments and Authorizing Related Actions.
2. Approve Resolution No. 2016-54, a Resolution of the City Council of the City of Moreno Valley, California, Authorizing use of the GSFA PACE Program to Finance Renewable Energy, Energy Efficiency, Water Efficiency, Seismic Strengthening Improvements and Electric Vehicle Charging Infrastructure and approving the associate membership in CHFA.

A.6. MUNICIPAL ELECTION - NOVEMBER 8, 2016 RESOLUTION ESTABLISHING REGULATIONS AND COSTS FOR CANDIDATE STATEMENTS (Report of: City Clerk)

Recommendation:

1. Adopt resolution No. 2016-55, a Resolution of the City Council of the City of Moreno Valley, California, Providing for Regulations Pertaining to Materials for Candidates and Costs Pertaining to Candidate Statements Submitted to the Voters at an Election to be held on Tuesday, November 8, 2016.

A.7. APPROVE ADMINISTRATIVE SERVICES AGREEMENT FOR COUNTY SERVICE AREA (CSA) 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM BETWEEN COUNTY OF RIVERSIDE AND CITY OF MORENO VALLEY (Report of: Public Works)

Recommendations:

1. Approve the Administrative Services Agreement (Agreement) for the CSA 152 Program with the County of Riverside.

2. Authorize the Mayor to execute the Agreement and any renewal options.
3. Direct the City Clerk to transmit the Agreement to the County of Riverside.

A.8. MORENO VALLEY UTILITY SOLAR REBATE PROGRAM UPDATE FISCAL YEAR 2016/2017 (Report of: Financial & Management Services)

Recommendation:

1. Approve Moreno Valley Electric Utility (MVU) Solar Incentive Program Fiscal Year 2016/2017 updates.

A.9. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016 AS OF 4/30/16 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of April 30, 2016.

A.10. APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN ELECTRIC VEHICLE PUBLIC CHARGING STATION RATE FOR MORENO VALLEY UTILITY (MVU) (Report of: Financial & Management Services)

Recommendation:

1. Approve Resolution No. 2016-56, a Resolution of the City Council of the City of Moreno Valley, California, Adopting an Electric Vehicle Public Charging Station Rate for Moreno Valley Utility (MVU).

A.11. PA15-0041 – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF ABUTTER’S RIGHTS OF ACCESS ALONG A PORTION OF PARCEL 10 OF PARCEL MAP 34411 LOCATED ON THE NORTH SIDE OF EUCALYPTUS AVENUE WEST OF MORENO BEACH DRIVE. OWNERS: M.R. STERLING, LLC (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2016-57, a Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of Abutter’s Rights of Access along a Portion of Parcel 10 of Parcel Map 34411 located on the North Side of Eucalyptus Avenue West of Moreno Beach Drive.
2. Direct the City Clerk to certify said resolution and transmit a copy of

the resolution to the County Recorder's office for recording.

A.12. AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH PROGRAM (Report of: Public Works)

Recommendations:

1. Approve the Agreement for Contract Services with Community Now, located at 28604 Maranda Court in Moreno Valley.
2. Authorize the City Manager to execute the Agreement for Contract Services with Community Now.
3. Authorize the issuance of a purchase order in the amount of \$320,000 when the contract has been signed by all parties.
4. Authorize the City Manager to execute any subsequent related Amendments to the Agreement, subject to the approval of the City Attorney.

A.13. CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX LABORATORIES FOR \$110,000 IN FY16/17 (Report of: Police Department)

Recommendation:

1. Authorize the Moreno Valley Police Department to execute a Purchase Order to Bio-Tox Laboratories, 1965 Chicago Ave. #C, Riverside, CA 92507, for an amount not to exceed \$110,000.

A.14. CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX LABORATORIES NOT TO EXCEED \$95,000 FY15/16 (Report of: Police Department)

Recommendation:

1. Authorize the Moreno Valley Police Department to amend the Bio-Tox Laboratories Contract and Purchase Order, 1965 Chicago Ave. #C, Riverside, CA 92507, or an increase of \$15,000 for a total not to exceed \$95,000.

A.15. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF MAY 17, 2016 (See A.2)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF MAY 17, 2016 (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

- D.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF MAY 17, 2016 (See A.2)

Recommendation: 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 Sergeant-at-Arms.

- E.1. ADOPTION OF RESOLUTION FOR CITY USER FEE SCHEDULE FOR FISCAL YEAR 2016/17 (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct a Public Hearing on the FY 2016-17 Fee Schedule.
2. Adopt Resolution No. 2016-58, a Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for

Various Services for Fiscal Year 2016-17 and Repealing Prior Resolutions that may be in Conflict Approving the FY 2016-17 Fee Schedule.

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)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

Southern California Association of Governments (SCAG)

Box Springs Mutual Water District (BSMWD)

G.2. STRATEGIC PLAN PROCESS (CONTINUED FROM JUNE 21, 2016 TO JULY 5, 2016) (Report of: City Clerk)

Recommendations: That the City Council:

1. Discuss the proposed strategic plan and consider taking action to modify the direction, scope and schedule.

G.3. REFERENDUM TO OVERTURN BAN ON SINGLE-USE PLASTIC BAGS (SB 270, PADILLA, 2014) (Report of: City Manager)

Recommendations: That the City Council:

1. Receive a report regarding a Referendum to Overturn the Ban on Single-Use Plastic Bags which is scheduled for the November 8, 2016 General Election.
2. Determine whether the Council wishes to take a position on this

Referendum.

3. Direct staff to convey the City Council's position, if any, on this Referendum.
4. Provide direction to staff regarding the City Council's potential interest in considering an Ordinance (either before or after the results are available from the November 2016 Referendum) to prohibit stores in Moreno Valley from providing single-use plastic bags to their customers.

G.4. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

G.5. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS OTHER THAN PUBLIC HEARINGS

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

H.2. ORDINANCES - 2ND READING AND ADOPTION - RECOMMENDED FOR APPROVAL

H.2.1. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY (First Reading on June 21, 2016) (Report of: City Clerk)

Recommendations: That the City Council:

1. Adopt Ordinance No. 911, an Ordinance of the City Council of the City of Moreno Valley, California, Levying Special Taxes Within Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley.

H.2.2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA14-0011 AMENDING SEVERAL ZONING REGULATIONS CONTAINED IN TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE. THE PROPOSED AMENDMENTS INCLUDE TECHNICAL CORRECTIONS TO FURTHER INTERNAL MUNICIPAL CODE CONSISTENCY, INCLUDING ADDITIONS OF DEFINITIONS, AND CHANGES TO THE PERMITTED USES TABLE. MINOR CHANGES ARE ALSO PROPOSED TO TRUCK IDLING TIMES IN TITLE 12,

AND HOURS OF OPERATION FOR CONSTRUCTION AND GRADING IN TITLE 8 (First Reading on June 21, 2016) (Report of: City Clerk)

Recommendations: That the City Council:

1. Adopt Ordinance No. 912, an Ordinance of the City Council of the City of Moreno Valley, California, Approving PA14-0011 Amending Several Zoning Regulations Contained in Title 9 of the City of Moreno Valley Municipal Code. The proposed Amendments include Technical Corrections to further Internal Municipal Code Consistency, including Additions of Definitions, and Changes to the Permitted Uses Table. Minor Changes are also proposed to Truck Idling Times in Title 12, and Hours of Operation for Construction and Grading in Title 8.

H.3. ORDINANCES - URGENCY ORDINANCES - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY, HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES.

PUBLIC INSPECTION

The contents of the agenda packet are available for public inspection on the City's website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

Any written information related to an open session agenda item that is known by the City to have been distributed to all or a majority of the City Council less than 72 hours prior to this meeting will be made available for public inspection on the City's website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

ADJOURNMENT

CERTIFICATION

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, certify that 72 hours prior to this Regular Meeting, the City Council Agenda was posted on the City's website at: www.moval.org and in the following three public places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Leslie Keane
Interim City Clerk

Date Posted: June 30, 2016

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
May 17, 2016

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. National Public Works Week - Proclamation
2. Seneca Elementary - Mayoral Proclamation
3. Valley View High School Speech and Debate Team - Certificates of Recognition

**MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING – 6:00 PM
May 17, 2016**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:24 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street

The Pledge of Allegiance was led by Council Member Price

INVOCATION

Sr. Pastor John Milhouse, Calvary Chapel of Moreno Valley

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Jeffrey J. Giba	Mayor Pro Tem
	George E. Price	Council Member
	Jesse L. Molina	Council Member
	D. LaDonna Jempson	Council Member

INTRODUCTIONS

Staff:	Michelle Dawson	City Manager
	Paul Early	Assistant City Attorney
	Leslie Keane	Interim City Clerk
	Marshall Eyerman	Chief Financial Officer
	Thomas M. DeSantis	Assistant City Manager
	Ahmad Ansari	Public Works Director/City Engineer
	Joel Ontiveros	Police Chief
	Terrie Stevens	Administrative Services Director
	Gabriel Garcia	Parks & Community Services Director

Minutes Acceptance: Minutes of May 17, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Mike Lee
 Allen Brock
 Kathy Gross

Economic Development Director
 Community Development Director
 Executive Assistant

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

Public comments were received from:

Melissa Martinez

1. Saturday, May 28, Community Clean-Up will be held at 13576 Old 215 Frontage Road

Daryl Terrell

1. A bright future for our City

Roy Bleckert

1. Making a difference in our Community

Sean Fortine

1. Proposition 47 and AB 109 offenders

Rafael Brugueras

1. Thank you to Pastor John
2. Jobs and prosperity

Jose Chavez

1. Traffic Safety Commission

Closing Comments were received early from the following Council Members:

Council Member Jempson

- Business Roundtable attendance at Caliente Restaurant
 - Thank you to Mike Lee and staff for their presentation to businesses
 - Good question and answer period
 - Appreciates Hector Diaz for opening up Caliente and appreciates District businesses who attended
- Moreno Valley Community College 25-year Anniversary Celebration – in attendance was our K-9 Dre, Assemblymember Medina was represented and Senator Roth
- Music Changing Lives – an after school program; supports our youth performances in arts and music
- Upcoming events
 - Community Clean-Up Dedication of Historic Old 215
 - Vanguard Art Foundation
- Go to Facebook page Dolores LaDonna Jempson.

Council Member Molina

- Reminded staff and the public of the Forensic Audit that was approved on June 9, 2015; some things need to be cleared up that have gone wrong and is walking away until the forensic audit is done

Council Member Molina left the meeting at 6:52 p.m.

JOINT CONSENT CALENDARS (SECTIONS A-D)

Motion to Approve Joint Consent Calendar Items A.1 through D.2, with the exception of A.17 (G.2), which was removed for separate action.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	George E. Price, Council Member
SECONDER:	D. LaDonna Jempson, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, George E. Price, D. LaDonna Jempson
ABSENT:	Jesse L. Molina

A. CONSENT CALENDAR-CITY COUNCIL

A.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

A.2. City Council - Regular Meeting - Apr 19, 2016 6:00 PM

Recommendation: Approve as submitted.

A.3. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

A.4. APPOINTMENTS TO CITY ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk)

Recommendation:

1. Adopt Resolution 2016-28, a resolution of the City Council of the City of Moreno Valley, California, extending the terms of service for twenty advisory board and commission members for three months.

Minutes Acceptance: Minutes of May 17, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

A.5. APPROVE PROFESSIONAL SERVICE AGREEMENTS WITH DATA TICKET, INC. FOR PARKING CONTROL AND ADMINISTRATIVE CITATION PROCESSING SERVICES (Report of: Community Development)

Staff report on a.5

Recommendations:

1. Approve professional service agreements with Data Ticket, Inc. for Parking Control and Administrative Citation Processing services.
2. Authorize the City Manager to execute the agreements with Data Ticket, Inc.
3. Authorize the Purchase Order to Data Ticket, Inc. for Parking Control and Administrative Citation Processing services.

A.6. APPROVAL OF INTERIM ENGINEERING AND DESIGN PLAN CHECK LETTER AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR THE KITCHING STREET ELECTRICAL SUBSTATION AND SWITCHYARD PROJECT, PROJECT NO. 805 0027 (Report of: Financial & Management Services)

Recommendations:

1. Approve the interim Engineering and Design Plan Check Letter Agreement (Letter Agreement) with Southern California Edison (SCE) for the Kitching Street Electrical Substation and Switchyard Project (Project).
2. Authorize the City Manager to execute the Letter Agreement with SCE.
3. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related change orders to the Letter Agreement with SCE, subject to the approval of the City Attorney.
4. Appropriate funds for the Project totaling \$200,000 for SCE's review of the Project.

A.7. AUTHORIZATION TO PURCHASE ADDITIONAL MICROSOFT SOFTWARE THROUGH SOFTWARE ONE, UTILIZING THE COUNTY OF RIVERSIDE'S MICROSOFT ENTERPRISE MASTER AGREEMENT (Report of: City Manager)

Recommendations:

1. Authorize the Purchasing Manager to issue a purchase order to SoftwareONE for the purchase of Microsoft software that is in addition to current software licensing levels for an amount not to exceed \$41,500.
2. Authorize the City Manager to approve future purchase orders with SoftwareONE to keep the City compliant with the current Microsoft Enterprise Master Agreement (expiring April 30, 2018) in an amount not to exceed ten percent (\$45,900) of the agreement.

A.8. APPOINTMENTS TO THE EMERGING LEADERS COUNCIL (ELC) (Report of: City Clerk)

a.8 a staff report and city clerk advised reappoint the 4 individuals up for their terms; boards and commissions were advertised the elc was done different because there was one applicant that didn't qualify.

Recommendations:

1. Re-appoint four Emerging Leaders Council members whose terms will expire on May 31, 2016 and who have reapplied for the position; new two year terms will end on May 31, 2018.

A.9. AWARD TO CHASTANG FORD FOR THE REPLACEMENT PURCHASE OF TWO FORD F-750 MAINTENANCE STAKEBED TRUCKS (Report of: Public Works)

Recommendations:

1. Award to Chastang Ford, Houston, TX, for the purchase of two 2017 Ford chassis trucks with Stakebed Body, Ford Model F-750; and
2. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Los Angeles Chastang Ford in the amount of \$124,866.

A.10. AWARD TO CHASTANG FORD FOR THE REPLACEMENT PURCHASE OF TWO FORD F-750 SMALL-CAPACITY MAINTENANCE DUMP TRUCKS (Report of: Public Works)

Recommendations:

1. Award to Chastang Ford, Houston, TX, for the purchase of two 2017 Ford chassis trucks with Dump Body, Ford Model F-750; and
2. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Chastang Ford in the amount of \$134,888.

- A.11. AWARD TO LOS ANGELES FREIGHTLINER FOR THE REPLACEMENT PURCHASE OF TWO FREIGHTLINER 114SD MEDIUM-CAPACITY MAINTENANCE DUMP TRUCKS (Report of: Public Works)

Recommendations:

1. Award to Los Angeles Freightliner, Fontana, CA, for the purchase of two 2017 Freightliner chassis trucks with Dump Body, Freightliner Model 114SD; and
2. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Los Angeles Freightliner in the amount of \$383,440.

- A.12. APPROVE THE FUNDING PLAN TO REHABILITATE CERTAIN DISTRESSED STREETS IN THE EDMONT NEIGHBORHOOD AND INCLUSION OF THE PROJECT IN THE UPCOMING FY 16/17 CAPITAL IMPROVEMENT PROGRAM (Report of: Public Works)

Staff report on a.12 by ahmad Ansari (not pulled for separate action)

Recommendations:

1. Approve the funding plan to rehabilitate certain distressed streets in the Edgemont neighborhood.
2. Direct staff to include the Edgemont Neighborhood Pavement Rehabilitation project in the upcoming FY 16/17 Capital Improvement Plan.

- A.13. ADOPT RESOLUTIONS TO MAKE MODIFICATIONS TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY (Report of: Public Works)

Recommendations:

1. Acting as the legislative body of Community Facilities District No. 7, approve and adopt Resolution No. 2016-29, a resolution of the City Council of the City of Moreno Valley, California, acknowledging receipt of a petition requesting certain amendments related to Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley.
2. Acting as the legislative body of Community Facilities District No. 7, approve and adopt Resolution No. 2016-30, a resolution of the City Council of the City Of Moreno Valley, California, for consideration to

make various amendments and modifications to the rate and method of apportionment of special tax for Improvement Area No. 1, established in and for Community Facilities District No. 7, to amend the boundaries of the zones established within Improvement Area No. 1, to limit the type of facilities to be financed, and other modifications and related matters.

- A.14. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND VAL VERDE UNIFIED SCHOOL DISTRICT FOR DISASTER PREPAREDNESS AND EMERGENCY OPERATIONS (Report of: Fire Department)

Recommendation:

1. Approve the Memorandum of Understanding (MOU) between the City of Moreno Valley (City) and the Val Verde Unified School District (VVUSD) for disaster preparedness and emergency operations.

- A.15. MULTI-SPECIES HABITAT CONSERVATION PLAN MITIGATION FEE ADJUSTMENT (FY16-17) (Report of: Community Development)

Recommendation:

1. Adopt Resolution No. 2016-31, a resolution of the City Council of the City of Moreno Valley, California, amending the mitigation fees for the Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee by the Consumer Price Index (CPI).

- A.16. ACCEPTANCE OF LAND FOR PROPOSED DESILTING BASIN FOR THE BOULDER RIDGE PROJECT (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. 2016-32, a resolution of the City Council of the City of Moreno Valley, California, authorizing the acceptance of a portion of Assessor's Parcel Number 486-280-043.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF APRIL 19, 2016 (See A.2)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF APRIL 19, 2016 (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

- D.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF APRIL 19, 2016 (See A.2)

Recommendation: 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 Sergeant-at-Arms.

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

- F.1. PROPOSED DEVELOPMENT REQUIREMENTS AND A DEMONSTRATION PROJECT FOR LIGHTING AT CLUSTER MAILBOXES IN AN EFFORT TO REDUCE MAIL THEFT (Report of: Community Development)

G.2 was moved to item A.17 on the consent calendar; which was pulled for separate action.

Mayor Gutierrez opened the agenda item for public comments, which was received from Melissa Martinez and Rafael Brugueras.

Motion to approve moving forward with demonstration project until a date uncertain, but delay the mandatory requirement until after we get data back.

Recommendations: That the City Council:

1. Provide direction to staff regarding the concept of a new Condition of Approval for new residential and non-residential construction projects to require lighting at cluster mailboxes.
2. Approve a “Demonstration Project” to install lighting at two cluster mailboxes (one residential, one commercial) to serve as a model for private installations in other areas of the City.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	George E. Price, Council Member
SECONDER:	D. LaDonna Jempson, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, George E. Price, D. LaDonna Jempson
ABSENT:	Jesse L. Molina

G. REPORTS

G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Mayor Gutierrez reported on the March Joint Powers Commission meeting held on May 4th.

Before the dissolution of the redevelopment agency, the JPA issued approximately \$32 million of tax allocation bonds. Uncertainty at the time generated an interest rate on the bonds of 7.5%. Rates are now half that. The JPC authorized issuance of new bonds at a significantly lower rate to pay off the old bonds, saving \$9.6 million in interest, which equates to almost \$400,000 per year.

The JPC also approved the transfer of 259 acres of land to Meridian Park LLC. The land is located west of the golf course, south of Van Buren.

Riverside County Habitat Conservation Agency (RCHCA) - No Report

Riverside County Transportation Commission (RCTC)

Mayor Gutierrez reported at the May 11 meeting, the Board of Directors approved the expansion of the parking lot at the La Sierra Metrolink Station to add more than 500 additional spaces and 6 new bus bays for RTA service and adopted a Mitigated Negative Declaration for the project.

Opened the Public Hearing to receive input on the proposed Fiscal Year 2016/17 budget. The public hearing will close on June 8th. Some of the short-term factors

that were used in the development of the budget include:

- Pursuing completion of the SR-91 expansion, I-215 corridor improvements, and the I-15 Express Lanes projects;
- Working with local and regional agencies to develop resources for preservation and maintenance of regional highways and arterials;
- Increasing efficiency of the transportation system by encouraging and promoting motorized and non-motorized transportation alternatives; and
- Exploring local options for sustainable funding to address the long-term transportation needs for the County.

Lastly, staff announced that the Metrolink Perris Valley Line will begin service on Monday, June 6th. The 24-mile Perris Valley Line will have four new stations in Riverside, Moreno Valley, and Perris. This \$248 million investment is the first extension of Metrolink service in 22 years and is expected to serve more than 4,000 riders a week.

Riverside Transit Agency (RTA) - No report

Western Riverside Council of Governments (WRCOG) - No Report

Western Riverside County Regional Conservation Authority (RCA) - No Report

School District/City Joint Task Force - No Report

Southern California Association of Governments (SCAG) - No Report

Box Springs Mutual Water District (BSMWD) - No Report

G.2. Item G.2 was moved to Consent Calendars (A.17), which was removed from consent calendars for discussion and separate action.

G.3. REVIEW OF CITY BOARDS AND COMMISSIONS (Report of: City Manager)

Mayor Gutierrez opened the agenda item for public comments, which were received from Carla Thornton (opposed), Bob Palomarez (opposed), Jan Beyers (opposed), and Tom Jerele, Sr.

Recommendations: That the City Council:

1. Receive additional information as requested during the April 12, 2016 Study Session regarding City Boards and Commissions and take whatever action Council deems appropriate.

Motion to approve keeping the Boards and Commissions as is.

RESULT:	APPROVED [3 TO 1]
MOVER:	D. LaDonna Jempson, Council Member
SECONDER:	George E. Price, Council Member
AYES:	Dr. Yxstian A. Gutierrez, George E. Price, D. LaDonna Jempson
NAYS:	Jeffrey J. Giba
ABSENT:	Jesse L. Molina

G.4. CITY COUNCIL SUMMER RECESS (Report of: City Clerk)

Mayor Gutierrez opened the agenda item for public comments, which was received from Tom Jerele, Sr.

Recommendation:

1. Discuss and provide staff with direction regarding a 2016 City Council Summer Recess.

Motion to approve recommended dates as presented in the staff report: following the July 12th Study Session and return for the August 16th regular meeting.

RESULT:	APPROVED [3 TO 0]
MOVER:	George E. Price, Council Member
SECONDER:	D. LaDonna Jempson, Council Member
AYES:	Dr. Yxstian A. Gutierrez, George E. Price, D. LaDonna Jempson
AWAY:	Jeffrey J. Giba, Jesse L. Molina

G.5. CITY MANAGER'S REPORT

No Report

G.6. CITY ATTORNEY'S REPORT

No Report

H. LEGISLATIVE ACTIONS

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

H.2. ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3. ORDINANCES - URGENCY ORDINANCES - NONE

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY, HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES.

Council Member Price

- Thanked community for everything they do
- Attended the Relay for Life along with Council Member Jempson, Mayor Gutierrez and Mayor Pro Tem Giba - thank you to all the organizers at the event
- Attended Roaring Block Party at Moreno Valley College
- Volunteered to make snow cones at the 163rd Air Refueling station at the base
- Council Member Molina's comments

Mayor Gutierrez

- National Day of Prayer on May 26th - 8:30 a.m. to 9:30 a.m. in the Council Chamber

ADJOURNMENT

There being no further business the Regular Meeting was adjourned at 8:33 p.m.

Submitted by:

Leslie Keane, Interim City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees

Approved by:

Dr. Yxstian Gutierrez, Mayor
 President, Moreno Valley Community Services District
 Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
 Chairperson, Moreno Valley Housing Authority
 Chairperson, Board of Library Trustees



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: July 5, 2016

TITLE: PAYMENT REGISTER - APRIL 2016

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Payment Register.

SUMMARY

The Payment Register is an important report providing transparency of financial transactions and payments for City activity for review by the City Council and the residents and businesses in Moreno Valley. The report is posted to the City's website as soon as it is available. The report is included in the City Council agenda as an additional means of distributing the report.

The payment register lists in alphabetical order all checks and wires in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks and wires less than \$25,000. The payment register also includes the fiscal year-to-date (FYTD) amount paid to each vendor.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Marshall Eyerman
Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

None

ATTACHMENTS

1. April 2016 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/23/16 9:52 AM
City Attorney Approval	<u>✓ Approved</u>	5/23/16 9:54 AM
City Manager Approval	<u>✓ Approved</u>	5/23/16 12:25 PM



City of Moreno Valley
Payment Register
For Period 4/1/2016 through 4/30/2016

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ACTION SALES	228245	04/25/2016	7027196-00	TURBO AIR REFRIGERATED MERCHANDISER FOR COTTONWOOD GOLF CENTER	\$39,685.68
		04/25/2016	7025396-00	COMMERCIAL FRIG/FREEZER & WARMERS FOR COTTONWOOD GOLF CENTER RENOVATION	
Remit to: MONTEREY PARK, CA					FYTD: \$39,685.68
ADVANCED ELECTRIC	228246	04/25/2016	10517	COTTONWOOD GOLF CENTER (PH2)	\$50,456.56
		04/25/2016	11495	ELECTRICAL ELECTRICAL SVCS-LASSELLE SPORTS	
		04/25/2016	11454	PARK ELECTRICAL SVCS-MARCH FIELD PARK	
		04/25/2016	10520	CRC OUTDOOR THEATER ELECTRICAL	
Remit to: RIVERSIDE, CA					FYTD: \$163,398.60
ALL AMERICAN ASPHALT, INC.	228247	04/25/2016	170038	CYCLE 2 PAVEMENT RESURFACING-CONTRACTOR	\$121,676.94
Remit to: CORONA, CA					FYTD: \$284,370.05
CHARLES ABBOTT ASSOCIATES, INC	17423	04/25/2016	55460	CONSULTING SVCS-NPDES/SWMP-JAN16	\$38,292.00
		04/25/2016	55513	CONSULTING SVCS-NPDES/SWMP-FEB16	
		04/25/2016	55619	CONSULTING SVCS-NPDES/SWMP-MAR16	
Remit to: MISSION VIEJO, CA					FYTD: \$140,914.50
COUNTY OF RIVERSIDE FIRE DEPT	17425	04/25/2016	232246	FIRE SVCS CONTRACT-2ND QTR (FPARC-MV,232246,15/16,Q2)	\$3,714,919.46
Remit to: PERRIS, CA					FYTD: \$10,810,397.63
DECKERS OUTDOOR CORPORATION	17291	04/04/2016	SEP-DEC 2015	INITIAL PAYMENT RE: QUARTERLY SALES TAX AGREEMENT	\$28,454.40
Remit to: GOLETA, CA					FYTD: \$28,454.40

Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



**City of Moreno Valley
Payment Register
For Period 4/1/2016 through 4/30/2016**

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
DIMENSION DATA NORTH AMERICA INC/FORMERLY NEXUS	17430	04/25/2016	432897	SV9500 TELEPHONE SYSTEM UPGRADE WITH REMOTE SITE(S) SURVIVABILITY	\$59,916.82
Remit to: PITTSBURGH, PA					FYTD: \$121,157.44
DMS FACILITY SERVICES	17431	04/25/2016	RC-L106755	JANITORIAL SERVICES-EOC-APR16	\$25,139.30
		04/25/2016	RC-L106752	JANITORIAL SERVICES-CITY HALL-APR16	
		04/25/2016	RC-L106753	JANITORIAL SERVICES-CITY YARD-APR16	
		04/25/2016	RC-L106754	JANITORIAL SERVICES-CRC-APR16	
		04/25/2016	RC-L106760	JANITORIAL SERVICES-PUBLIC SAFETY BLDG.-APR16	
		04/25/2016	RC-L106767	JANITORIAL SERVICES-TRANSP. TRAILER-APR16	
		04/25/2016	RC-L106759	JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR.-APR16	
		04/25/2016	RC-L106758	JANITORIAL SERVICES-LIBRARY-APR16	
		04/25/2016	RC-L106763	JANITORIAL SERVICES-SENIOR CENTER-APR16	
		04/25/2016	RC-L106750	JANITORIAL SERVICES-ANIMAL SHELTER-APR16	
		04/25/2016	RC-L106751	JANITORIAL SERVICES-ANNEX 1-APR16	
Remit to: MONROVIA, CA					FYTD: \$293,602.99
EMPLOYMENT DEVELOPMENT DEPARTMENT	17276	04/01/2016	2016-00000335	CA TAX - STATE TAX WITHHOLDING	\$33,958.34
	17372	04/15/2016	2016-00000347	CA TAX - STATE TAX WITHHOLDING	\$31,799.05
	17488	04/29/2016	2016-00000362	CA TAX - STATE TAX WITHHOLDING	\$39,134.78
Remit to: SACRAMENTO, CA					FYTD: \$783,802.86
ENERGY AMERICA, LLC	17387	04/18/2016	100002	ENERGY FOR RESOURCE ADEQUACY	\$38,280.00
Remit to: HOUSTON, TX					FYTD: \$113,520.00

Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



**City of Moreno Valley
Payment Register
For Period 4/1/2016 through 4/30/2016**

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
EXELON GENERATION COMPANY, LLC	17388	04/18/2016	MVEU-00029A	ENERGY PURCHASE	\$675,410.72
Remit to: BALTIMORE, MD					FYTD: \$7,697,594.23
HABITAT FOR HUMANITY RIVERSIDE	17393	04/18/2016	08/FEB-16	MOBILE HOME REPAIR PROGRAM	\$159,812.96
		04/18/2016	DRAW NO. 32	NSP3- 8 SINGLE FAMILY HOMES-24265 MYERS AVE.	
		04/18/2016	05/NOV-15	MOBILE HOME REPAIR PROGRAM	
		04/18/2016	DRAW NO. 33	NSP3-8 SINGLE FAMILY HOMES-24265 MYERS AVE.	
		04/18/2016	04/DEC 2015	HELPING HAND PROGRAM-CDBG	
Remit to: RIVERSIDE, CA					FYTD: \$941,252.04
HDR ENGINEERING, INC	17441	04/25/2016	00481895-H	DESIGN SERVICES-KITCHING ST SUBSTATION 2/21-3/26/16	\$36,601.37
Remit to: CHICAGO, IL					FYTD: \$274,977.10
HILLCREST CONTRACTING, INC	17350	04/11/2016	PB 23866	NASON ST. - CONTRACTOR	\$142,202.01
Remit to: CORONA, CA					FYTD: \$3,587,528.22
INTERNAL REVENUE SERVICE CENTER	17277	04/01/2016	2016-00000336	FED TAX - FEDERAL TAX WITHHOLDING	\$138,860.24
	17374	04/15/2016	2016-00000349	FED TAX - FEDERAL TAX WITHHOLDING	\$126,384.06
	17490	04/29/2016	2016-00000364	FED TAX - FEDERAL TAX WITHHOLDING	\$159,660.68
Remit to: OGDEN, UT					FYTD: \$2,981,543.16
JDH CONTRACTING	17302	04/04/2016	033016-01	COTTONWOOD GOLF CENTER RENOVATION-PH2	\$37,379.00
Remit to: RIVERSIDE, CA					FYTD: \$214,411.90

Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



**City of Moreno Valley
Payment Register
For Period 4/1/2016 through 4/30/2016**

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
KEYSTONE BUILDERS, INC	17449	04/25/2016	14	CORP YARD - CONSTRUCTION SVCS	\$188,697.99
Remit to: ANAHEIM, CA					FYTD: \$1,783,917.26
LANDCARE USA, LLC	17395	04/18/2016	8086715	LANDSCAPE MAINT.-ZONE S-MAR 2016	\$40,773.44
		04/18/2016	8086710	LANDSCAPE MAINT.-ZONE M-MAR 2016	
		04/18/2016	8086711	LANDSCAPE MAINT.-ZONES E-7, SD LMD ZN 01, 01A, & 08-MAR 2016	
		04/18/2016	8086714	LANDSCAPE MOWING-ZONE A PARKS-MAR 2016	
		04/18/2016	8086713	LANDSCAPE MAINT.-SD LMD ZN 04-MAR 2016	
		04/18/2016	8090247	IRRIGATION REPAIRS-SD LMD ZN 04-MAR 2016	
		04/18/2016	8086716	LANDSCAPE MOWING-CFD #1-MAR 2016	
Remit to: RIVERSIDE, CA					FYTD: \$1,218,042.13
LOZANO SMITH, LLP	228264	04/25/2016	2000643	LEGAL SERVICES-RE: WLC PROJECT	\$38,922.11
		04/25/2016	2000635	LEGAL SERVICES-RE: WLC PROJECT	
		04/25/2016	2000644	LEGAL SERVICES-RE: WLC PROJECT	
		04/25/2016	2000641	LEGAL SERVICES-RE: WLC PROJECT	
Remit to: FRESNO, CA					FYTD: \$182,622.03
MALLORY SAFETY AND SUPPLY	17453	04/25/2016	4070227	EVERBRIDGE MASS NOTIFICATION SYSTEM	\$35,000.00
Remit to: LONGVIEW, WA					FYTD: \$35,000.00
MAMCO, INC	228084	04/04/2016	6	EAST SUNNYMEAD BLVD. STORM DRAIN-CONTRACTOR	\$36,100.00
	228147	04/11/2016	Retention Bill	RETENTION - PROJECT NO. 804 0006	\$52,018.58
	228189	04/18/2016	1649-01	RAPID STORM DRAIN RESPONSE ON CALL CONTRACTOR	\$39,230.28
Remit to: RIVERSIDE, CA					FYTD: \$1,079,601.93

Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



**City of Moreno Valley
Payment Register
For Period 4/1/2016 through 4/30/2016**

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARCH JOINT POWERS AUTHORITY	228149	04/11/2016	38020	CONSULTANT INVOICE - ENVIRONMENTAL MITIGATION	\$800,000.00
Remit to: RIVERSIDE, CA					FYTD: \$949,426.98
MERCHANTS LANDSCAPE SERVICES INC	17455	04/25/2016	47480	IRRIGATION REPAIRS-SD LMD ZN 03 & 06-MAR 2016	\$28,498.03
		04/25/2016	47388	LANDSCAPE MAINT.-SD LMD ZN 03 & 03A-MAR 2016	
		04/25/2016	47387	LANDSCAPE MAINT.-ZONES E-8, SD LMD ZN 05, 06, & 07-MAR 2016	
		04/25/2016	47298	IRRIGATION REPAIRS-SD LMD ZN 03 & 03A-FEB 2016	
		04/25/2016	46967	IRRIGATION REPAIRS-SD LMD ZN 03 & 03A-DEC 2015	
		04/25/2016	46966	LANDSCAPE EXTRA WORK-DEC15-SD LMD ZN 03/STORM DAMAGE CLEANUP	
Remit to: MONTEREY PARK, CA					FYTD: \$260,635.57
MORENO VALLEY UTILITY	228086	04/04/2016	APR-16 4/4/16	ELECTRICITY CHARGES	\$68,623.34
Remit to: HEMET, CA					FYTD: \$840,354.86
NATIONWIDE RETIREMENT SOLUTIONS CP	17281	04/01/2016	2016-00000340	8010 - DEF COMP 457 - NATIONWIDE	\$36,382.86
	17378	04/15/2016	2016-00000353	8010 - DEF COMP 457 - NATIONWIDE	\$25,282.96
	17494	04/29/2016	2016-00000368	8010 - DEF COMP 457 - NATIONWIDE	\$29,031.80
Remit to: COLUMBUS, OH					FYTD: \$747,278.43
PERS HEALTH INSURANCE	17367	04/08/2016	W160401	EMPLOYEE HEALTH INSURANCE	\$196,759.70
Remit to: SACRAMENTO, CA					FYTD: \$1,873,286.19

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**City of Moreno Valley
Payment Register
For Period 4/1/2016 through 4/30/2016**

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PERS RETIREMENT	17370	04/11/2016	P160325	PERS RETIREMENT DEPOSIT - CLASSIC	\$231,480.68
	17486	04/22/2016	P160408	PERS RETIREMENT DEPOSIT - CLASSIC	\$226,633.49
Remit to: SACRAMENTO, CA					FYTD: \$5,737,983.16
RIVERSIDE CONSTRUCTION COMPANY, INC	17322	04/04/2016	160105	NASON OVERCROSSING CONTRACTOR	\$83,513.61
Remit to: RIVERSIDE, CA					FYTD: \$123,092.23
SOUTHERN CALIFORNIA EDISON 1	228101	04/04/2016	7500647695	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-FEB16	\$49,219.49
		04/04/2016	7500647690	WDAT CHARGES-MVU/NANDINA AVE.-FEB16	
		04/04/2016	7500647687	WDAT CHARGES-MVU/IRIS AVE.-FEB16	
		04/04/2016	7500647689	WDAT CHARGES-MVU/GLOBE ST.-FEB16	
		04/04/2016	7500647692	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-FEB16	
		04/04/2016	7500647688	WDAT CHARGES-MVU/GRAHAM ST.-FEB16	
		04/04/2016	7500647691	WDAT CHARGES-MVU/FREDERICK AVE.-FEB16	
	228205	04/18/2016	587-9520/MAR-16	ELECTRICITY-FERC CHARGES/MVU	\$99,379.92
		04/18/2016	MAR-16 4/18/16	ELECTRICITY CHARGES	
		04/18/2016	707-6081/MAR-16	ELECTRICITY CHARGES	
	228271	04/25/2016	MAR-16 4/25/16	ELECTRICITY CHARGES	\$68,912.36
Remit to: ROSEMEAD, CA					FYTD: \$2,658,048.96
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	17328	04/04/2016	201604	APRIL 2016 RETIREE MEDICAL BENEFIT BILLING	\$37,402.39
Remit to: TEMECULA, CA					FYTD: \$519,646.87

Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



City of Moreno Valley
Payment Register
 For Period 4/1/2016 through 4/30/2016

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
THINK TOGETHER, INC	17329	04/04/2016	111-15/16-9	ASES PROGRAM MANAGEMENT SERVICES	\$492,539.08
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$4,432,853.40
U.S. BANK/CALCARDS	17331	04/04/2016	03-28-16	MAR. 2016 CALCARD ACTIVITY	\$195,313.29
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$2,183,754.66
VALLEY CITIES GONZALES FENCE CO	17334	04/04/2016	5318	FENCE INSTALLATION AT LASSELLE SPORTS PARK	\$41,830.00
Remit to: NORCO, CA					<u>FYTD:</u> \$134,470.00
VANCE CORPORATION	17415	04/18/2016	Reche-5	RECHE VISTA REALIGNMENT - CONTRACTOR	\$210,016.65
Remit to: RIALTO, CA					<u>FYTD:</u> \$1,372,101.42
WELLS FARGO CORPORATE TRUST	17419	04/14/2016	W160403	DEBT SERVICE-2007 TAXABLE LRB	\$1,173,660.14
	17480	04/25/2016	W160404	DEBT SERVICE-2014 REF OF 05 LRB	\$564,121.91
	17481	04/25/2016	W160405	DEBT SERVICE-2015 LRB	\$171,479.94
	17482	04/25/2016	W160402	DEBT SERVICE-2013 REF OF 05 LRB	\$246,119.25
Remit to: MINNEAPOLIS, MN					<u>FYTD:</u> \$8,521,200.79
WHEELER PAVING, INC.	17476	04/25/2016	6065-01	JFK STREET IMPROVEMENTS	\$28,783.81
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$28,783.81
WRCOG WESTERN RIVERSIDE CO. OF GOVTS.	228209	04/18/2016	MAR-16 TUMF	TUMF FEES COLLECTED FOR 3/1-3/31/16	\$447,892.86
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,144,780.61

Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



City of Moreno Valley
Payment Register
For Period 4/1/2016 through 4/30/2016

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WRCRCA	228210	04/18/2016	MAR-2016 MSHCP	MSHCP COLLECTED FOR MARCH 2016-RESIDENTIAL & COMMERCIAL/INDUSTRIAL	\$57,944.65

Remit to: RIVERSIDE, CA

FYTD: \$778,102.12

TOTAL AMOUNTS OF \$25,000 OR GREATER					\$11,739,588.98
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Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



**City of Moreno Valley
Payment Register
For Period 4/1/2016 through 4/30/2016**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
1ST TEAM AIR CONDITIONING, INC	228114	04/04/2016	BL#10243-YR2016	REFUND OF OVERPAYMENT FOR BL#10243	\$81.75
Remit to: ANAHEIM, CA					FYTD: \$81.75
ABILITY COUNTS, INC	17420	04/25/2016	ACI112341	LANDSCAPE MAINT-CFD #1-MAR16	\$2,065.00
Remit to: CORONA, CA					FYTD: \$18,585.00
ABUSAIF, ABDULGADER	228243	04/25/2016	031016	SPORTS OFFICIATING SERVICES-SOFTBALL	\$189.00
		04/25/2016	032416	SPORTS OFFICIATING SERVICES-SOFTBALL	
		04/25/2016	030316	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: MORENO VALLEY, CA					FYTD: \$189.00
ACCELA, INC.	17337	04/11/2016	INV-ACC18407	TRAVEL EXPENSES-DEVELOPMENT SVCS. PROJECT	\$1,298.48
Remit to: SAN RAMON, CA					FYTD: \$73,604.51
ACCESS SECURITY CONTROLS INT., INC.	228244	04/25/2016	16-1357	SECURITY MONITORING FOR ERC/APR-JUN 2016	\$75.00
Remit to: TEMECULA, CA					FYTD: \$500.00
ACTION DOOR REPAIR CORP.	17421	04/25/2016	13703	MOVABLE WALL REPAIR-CRC ALLESANDRO ROOM	\$2,362.00
Remit to: ORLANDO, FL					FYTD: \$2,362.00
ADAPTIVE LEARNING, LLC	228115	04/04/2016	BL#28187-YR2016	REFUND OF OVERPAYMENT FOR BL#28187	\$118.49
Remit to: BAY SHORE, NY					FYTD: \$118.49
AECOM TECHNICAL SERVICES INC	17379	04/18/2016	37721211	PERRIS WIDENING - DESIGN SERVICES	\$7,950.58
Remit to: ONTARIO, CA					FYTD: \$10,054.58

Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



**City of Moreno Valley
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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AEROTEK, INC.	17284	04/04/2016	OP06207177	TEMPORARY STAFFING-CODE 1/25-1/29/16 (H. DELGADO FLORES)	\$2,154.88
		04/04/2016	OP06220740	TEMPORARY STAFFING-CODE 2/1-2/5/16 (H. DELGADO FLORES)	
		04/04/2016	OP06192547	TEMPORARY STAFFING-CODE 1/19-1/22/16 (H. DELGADO FLORES)	
	17338	04/11/2016	OP06289919	TEMPORARY STAFFING-PW/SPECIAL DISTRICTS 3/7-3/11/16 (B. WARE)	\$4,972.80
		04/11/2016	OP06303002	TEMPORARY STAFFING-PW/SPECIAL DISTRICTS 3/14-3/18/16 (B. WARE)	
		04/11/2016	OP06316027	TEMPORARY STAFFING-PW/SPECIAL DISTRICTS 3/23-3/25/16 (B. WARE)	
	17380	04/18/2016	OP06328829	TEMPORARY STAFFING-PW/SPECIAL DISTRICTS 3/28-3/29/16 (B. WARE)	\$828.80
Remit to: CHICAGO, IL					FYTD: \$47,382.20
AIR EXCHANGE INC	17339	04/11/2016	38019	PLYMOVENT MAINT & REPAIRS-FS#65	\$1,037.34
		04/11/2016	38073	PLYMOVENT MAINT & REPAIRS-FS#2	
Remit to: FAIRFIELD, CA					FYTD: \$13,131.56
AKINBAYODE, BLESSING	228215	04/18/2016	1346938	COTTONWOOD GOLF CENTER RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
ALBERTACOS MEXICAN FOOD	228162	04/11/2016	BL#29793-YR2016	REFUND OF OVERPAYMENT FOR BL#29793	\$73.53
Remit to: MORENO VALLEY, CA					FYTD: \$73.53
ALDI, INC.	228163	04/11/2016	7014047-01	PBI SOLAR INCENTIVE REBATE	\$22,549.25
Remit to: MORENO VALLEY, CA					FYTD: \$22,549.25

Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



City of Moreno Valley
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For Period 4/1/2016 through 4/30/2016

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ALLIANT INSURANCE SERVICES	228136	04/11/2016	448624	NANDINA SUBSTATION INSURANCE	\$3,895.00
	228248	04/25/2016	1/1-3/31/16	SPECIAL EVENT INSURANCE	\$7,776.27
Remit to: NEWPORT BEACH, CA					FYTD: \$39,196.34
ALLSTAR CABLE PRODUCTS, INC.	17381	04/18/2016	47081	UNDERGROUND SIGNAL CABLE	\$2,322.00
Remit to: SANTA FE SPRINGS, CA					FYTD: \$2,322.00
ALMS, VALERIE	228116	04/04/2016	R16-096279	ANIMAL SVCS REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$53.00
Remit to: MORENO VALLEY, CA					FYTD: \$53.00
ALVAREZ COMPLETE TREE SERVICE	228117	04/04/2016	BL#27200-YR2016	REFUND OF OVERPAYMENT FOR BL#27200	\$61.00
Remit to: MORENO VALLEY, CA					FYTD: \$61.00
AMERICAN FORENSIC NURSES	17340	04/11/2016	67666	PHLEBOTOMY SERVICES	\$1,040.00
		04/11/2016	67643	PHLEBOTOMY SERVICES	
Remit to: PALM SPRINGS, CA					FYTD: \$21,510.00
AMERICAN RESIDENTIAL SERVICES, LLC	228118	04/04/2016	B1600167	REFUND-PERMIT FEES-PAID IN ERROR	\$53.44
Remit to: RIVERSIDE, CA					FYTD: \$53.44
ANIMAL EMERGENCY CLINIC, INC.	17341	04/11/2016	53238	AFTER HOURS EMERGENCY VET SVCS-MV ANIMAL SHELTER	\$180.00
		04/11/2016	53238(a)	AFTER HOURS EMERGENCY VET SVCS-MV ANIMAL SHELTER	
Remit to: GRAND TERRACE, CA					FYTD: \$2,853.00

Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



**City of Moreno Valley
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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
APPLE ONE EMPLOYMENT SERVICES	17285	04/04/2016	01-3995578	TEMPORARY STAFFING-MAINT/OP'S 3/7-3/11/16 (A. ODA)	\$2,278.08
		04/04/2016	01-3985615	TEMPORARY STAFFING-MAINT/OP'S 2/29-3/4/16 (A. ODA)	
		04/04/2016	01-4001165	TEMPORARY STAFFING-MAINT/OP'S 3/14-3/18/16 (A. ODA)	
	17342	04/11/2016	01-4009966	TEMPORARY STAFFING-FINANCIAL RESOURCES 3/22/16 (G. LUA)	\$194.40
	17382	04/18/2016	01-4009963	TEMPORARY STAFFING-MAINT/OP'S 3/21-3/22/16 (A. ODA)	\$325.44
	17422	04/25/2016	01-4017464	TEMPORARY STAFFING-LAND DEVELOPMENT 3/28-4/1/16 (D. SPIKES)	\$2,101.32
		04/25/2016	01-4009964	TEMPORARY STAFFING-LAND DEVELOPMENT 3/21-3/25/16 (D. SPIKES)	
Remit to: GLENDALE, CA					FYTD: \$72,899.83
ARCHIVAL, JOSEPH	228282	04/25/2016	MV1150128011	REFUND-PARKING CITATION OVERPAYMENT	\$47.00
Remit to: ORANGE, CA					FYTD: \$47.00
ARERALO, SAGE	228164	04/11/2016	R16-093521	ANIMAL SVCS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
AT&T MOBILITY	228072	04/04/2016	872455379X030616	CELLULAR PHONE SVC-PD MCC	\$98.50
Remit to: CAROL STREAM, IL					FYTD: \$975.72
AT&T/MCI	228073	04/04/2016	7802118	LANDLINE PHONE SVC-GANG TASK FORCE	\$182.93
Remit to: CAROL STREAM, IL					FYTD: \$1,090.45
AUSTIN, SPECHEL	228119	04/04/2016	1343573	TOWNGATE RENTAL REFUND DEPOSIT MINUS BALANCE DUE	\$109.00
Remit to: MORENO VALLEY, CA					FYTD: \$109.00
AVERY ASSOCIATES	17286	04/04/2016	1597	PROFESSIONAL EMPLOYMENT SERVICES	\$4,950.00
Remit to: LOS GATOS, CA					FYTD: \$20,094.11

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AVILES, FRANCISCO J	228283	04/25/2016	MV2150109049	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: HAWAIIAN GARDENS, CA					<u>FYTD:</u> \$115.00
BENITEZ, DOLORES	228284	04/25/2016	MV2150930037	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$115.00
BIO-TOX LABORATORIES	228137	04/11/2016	31876	BLOOD TOXICOLOGY ANALYSIS	\$10,436.22
		04/11/2016	31877	BLOOD TOXICOLOGY ANALYSIS	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$67,511.38
BLANKENSHIP, KENNETH	228120	04/04/2016	R16-096128	ANIMAL SVCS REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$7.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7.00
BMW MOTORCYCLES OF RIVERSIDE	17287	04/04/2016	6012920	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$705.93
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$103,776.56
BONILLA, ANA LILIA	228216	04/18/2016	1345467	REFUND - LACK OF REGISTRATION	\$39.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$39.00
BORJA, CHRISTOPHER	228121	04/04/2016	R16-094819	ANIMAL SVCS REFUND-RETURN ADOPTION FEES	\$65.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00

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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BOX SPRINGS MUTUAL WATER COMPANY	228138	04/11/2016	1086-1 3/29/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	\$358.72
		04/11/2016	1085-1 3/29/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		04/11/2016	1084-1 3/29/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		04/11/2016	721-1 3/29/16	WATER USAGE-ZONE 01 TOWNGATE	
		04/11/2016	45-4 3/29/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		04/11/2016	204-9 3/29/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		04/11/2016	195-5 3/29/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		04/11/2016	189-13 3/29/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		04/11/2016	1088-1 3/29/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		04/11/2016	1087-1 3/29/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
	04/11/2016	80-4 3/29/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY		
Remit to: MORENO VALLEY, CA					FYTD: \$3,564.57
BRAKEN, SEAN M	228285	04/25/2016	MV1140711022	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: HEMET, CA					FYTD: \$115.00
BRAUN BLAISING MCLAUGHLIN	228139	04/11/2016	16004	LEGAL SERVICES-MVU-FEB16	\$1,592.33
		04/11/2016	16005	LEGAL SERVICES-CASL: SCE GRC PHASE 2-FEB16	
Remit to: SACRAMENTO, CA					FYTD: \$23,763.56

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For Period 4/1/2016 through 4/30/2016

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BURNHAM, JOSEPH	228122	04/04/2016	R16-095932	ANIMAL SVCS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00
BUTLER, TANYEL	228286	04/25/2016	1350031	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
CAH 2015-1 BORROWER, LLC	228217	04/18/2016	B03776/78/99/835	REFUND-DISMISSED (4) ADMIN CITATIONS (B03776,03788,03799,03835)	\$2,000.00
Remit to: SCOTTSDALE, AZ					FYTD: \$2,000.00
CAINES, CHERELL	228287	04/25/2016	1349028	REFUND FOR SPECIAL EVENT PERMIT NUMBER 29618	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
CALGO VEBA CITY OF MORENO VALLEY	17288	04/04/2016	2016-00000329	4020 - EXEC VEBA	\$24,944.10
	17383	04/18/2016	2016-00000341	4020 - EXEC VEBA	\$12,957.50
Remit to: MORENO VALLEY, CA					FYTD: \$220,668.28
CALIFORNIA SHOPPING CART RETRIEVAL CORP.	17289	04/04/2016	160630	SHOPPING CART RETRIEVAL SERVICE-FEB16	\$1,800.00
Remit to: LOS ANGELES, CA					FYTD: \$16,200.00
CALVARY CHAPEL OF MORENO VALLEY	228165	04/11/2016	RCT#421257	REFUND-MOBILE STAGE RENTAL SECURITY DEPOSIT	\$100.00
Remit to: MORENO VALLEY, CA					FYTD: \$100.00
CARROLL, TIMOTHY	228161	04/11/2016	4/18-4/22/16	TRAVEL PER DIEM & MILEAGE-NAB 2016 CONFERENCE/TRAINING	\$483.20
Remit to: LA HABRA, CA					FYTD: \$2,257.07

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CAZARES, ANGEL	228166	04/11/2016	MCU 7010119-02	SOLAR INCENTIVE REBATE	\$5,014.00
Remit to: UPLAND, CA					<u>FYTD:</u> \$5,014.00
CESPEDES, JANNETH	228167	04/11/2016	R16-096331	ANIMAL SVCS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
CHANCY, CHIZURU	228249	04/25/2016	APR-2016	INSTRUCTOR SERVICES-HAWAIIAN/TAHITIAN DANCE/COMPETITION CLASSES	\$104.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,264.20
CHANDLER ASSET MANAGEMENT, INC	17343	04/11/2016	19866	INVESTMENT MANAGEMENT SVCS-MAR16	\$4,179.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$41,353.00
CHRISTIE, LAWRENCE	228123	04/04/2016	1343608	REFUND FOR CANCELLED CLASS	\$97.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$97.00
CIFUENTES, GRAICEE	228218	04/18/2016	1346964	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
COMMUNITY WORKS DESIGN GROUP	17384	04/18/2016	11703(a)	CONSULTANT SVCS-ALESSANDRO ENTRY MONUMENT SIGNS	\$642.93
	17424	04/18/2016 04/25/2016	11703 11769	LANDSCAPE/IRRIGATION DESIGN-BEAUTIFICATION PLAN-JAN16 ALESSANDRO ENTRY MONUMENT	\$835.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$23,287.93
COSTAR REALTY INFORMATION, INC	228250	04/25/2016	103628564	REAL ESTATE DATABASE-APR16	\$1,036.26
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$5,036.26

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
COSTCO	228074	04/04/2016	22822	SNACK SUPPLIES-A CHILD'S PLACE	\$1,544.89
	228251	04/25/2016	22884	SNACK SUPPLIES-SKATE PARK	\$1,134.15
		04/25/2016	22854	MISC. SUPPLIES FOR EOC (PUBLIC SAFETY EXPO)	
		04/25/2016	22856	MISC. SUPPLIES FOR EOC (PUBLIC SAFETY EXPO)	
		04/25/2016	22846	SNACK SUPPLIES-SKATE PARK	
Remit to: MORENO VALLEY, CA					FYTD: \$24,316.34
COUNTY OF RIVERSIDE	228075	04/04/2016	9990085000-1602	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR PD-FEB16	\$2,786.42
	228140	04/11/2016	1970	CERTIFICATION OF REGISTERED VOTERS	\$140.00
		04/11/2016	1967	CERTIFICATION OF REGISTERED VOTERS	
		04/11/2016	1969	CERTIFICATION OF REGISTERED VOTERS	
		04/11/2016	1966	CERTIFICATION OF REGISTERED VOTERS	
	228179	04/18/2016	16-28001	RECORDING FEE FOR LIEN RELEASE DUE TO NOTARY ERROR	\$26.50
Remit to: RIVERSIDE, CA					FYTD: \$61,550.07
CREASON AND AARVIG, LLP	228252	04/25/2016	29385-OCT15	LEGAL SERVICES-CLAIM MV1510 (J. DOMINGUEZ)	\$182.34
Remit to: RIVERSIDE, CA					FYTD: \$3,065.30
CROWLEY, DIANE	228219	04/18/2016	1346961	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: WALNUT CREEK, CA					FYTD: \$200.00
CROWN CASTLE	228220	04/18/2016	CK#226375	REISSUE UNCLAIMED CHECK (PLANNING FEES OVERPAYMENT FOR APN 292-072-048)	\$3,306.00
Remit to: IRVINE, CA					FYTD: \$3,306.00
CUTWATER INVESTOR SERVICES CORP	17426	04/25/2016	20815A	INVESTMENT MANAGEMENT SERVICES-MAR16	\$2,727.77
Remit to: DENVER, CO					FYTD: \$27,150.81

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
D&D SERVICES DBA D&D DISPOSAL, INC.	228141	04/11/2016	10497	DECEASED ANIMAL REMOVAL SVC-MAR16	\$745.00
Remit to: VALENCIA, CA					FYTD: \$8,195.00
DATA TICKET, INC.	17290	04/04/2016	68826	ADMIN CITATION PROCESSING-BLDG/SAFETY-FEB16	\$419.80
		04/04/2016	68826TPC	THIRD PARTY COLLECTIONS-BLDG/SAFETY-FEB16	
		04/04/2016	68357	ADMIN CITATION PROCESSING-BLDG/SAFETY-JAN16	
	17344	04/11/2016	68825	ADMIN CITATION PROCESSING-ANIMAL SVCS-FEB16	\$2,192.62
		04/11/2016	68922	ADMIN CITATION PROCESSING-PARK RANGERS-FEB16	
	17427	04/25/2016	68828	ADMIN CITATION PROCESSING-POLICE DEPT-FEB16	\$154.61
Remit to: NEWPORT BEACH, CA					FYTD: \$240,870.31
DAVIS, SHANTELL	228288	04/25/2016	1350028	COTTONWOOD GOLF CENTER RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
DEBRON GRAPHICS	17428	04/25/2016	APR-2016	INSTRUCTOR SERVICES-CREATIVE WRITING CLASS	\$21.00
Remit to: MORENO VALLEY, CA					FYTD: \$315.00
DELGADO, RAYMOND	228289	04/25/2016	MV4150227018	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: MORENO VALLEY, CA					FYTD: \$115.00
DELTA DENTAL OF CALIFORNIA	17292	04/04/2016	BE001556137	EMPLOYEE DENTAL INSURANCE-PPO	\$10,880.68
Remit to: SAN FRANCISCO, CA					FYTD: \$105,584.77
DELTACARE USA	17293	04/04/2016	BE001557143	EMPLOYEE DENTAL INSURANCE-HMO	\$4,752.50
Remit to: DALLAS, TX					FYTD: \$48,829.41

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
DENNIS GRUBB & ASSOCIATES, LLC	17429	04/25/2016	1442	PLAN REVIEW SERVICES-MAR16	\$7,450.00
		04/25/2016	1430	PLAN REVIEW SERVICES-FEB16	
Remit to: MIRA LOMA, CA					<u>FYTD:</u> \$58,525.00
DEPARTMENT OF CONSERVATION	228142	04/11/2016	1ST QTR 2016	SMI FEES FOR QUARTER ENDING 3/31/16	\$3,914.83
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$17,427.52
DIAZ, ALEX	228221	04/18/2016	1346958	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
DIVISION OF THE STATE ARCHITECT	228143	04/11/2016	1ST QTR 2016	STATE PORTION-DISABILITY ACCESS & EDUCATION FEE REPORT	\$1,659.30
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$2,375.40
DMS FACILITY SERVICES	17294	04/04/2016	RC-L105909 R	JANITORIAL SERVICES-ANNEX 1-JAN16/INCREASE NOT BILLED	\$106.31
	17385	04/18/2016	RC-L106756	JANITORIAL SERVICES-EMPLOYEE RESOURCE CENTER-APR16	\$592.24
Remit to: MONROVIA, CA					<u>FYTD:</u> \$293,602.99
DRAYTON, TAMI JANOHNE	17432	04/25/2016	APR-2016	INSTRUCTOR SERVICES-LINE DANCING CLASS	\$76.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$667.80
DUONG, VY	228168	04/11/2016	R16-096161	ANIMAL SVCS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: SOUTH EL MONTE, CA					<u>FYTD:</u> \$75.00
DUVAL, ROBERTA	17295	04/04/2016	MAR-2016	INSTRUCTOR SERVICES-CPR & FIRST AID CLASS	\$392.00
	17433	04/25/2016	APR-2016	INSTRUCTOR SERVICES-CPR & FIRST AID CLASS	\$196.00
Remit to: SUN CITY, CA					<u>FYTD:</u> \$1,820.80

Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
E.R. BLOCK PLUMBING & HEATING, INC.	17345	04/11/2016	120578	BACKFLOW DEVICE TESTS-CFD#1 & CITY PARKS	\$175.00
	17386	04/18/2016	120648	BACKFLOW DEVICE TEST-FS#48	\$175.00
		04/18/2016	120644	BACKFLOW DEVICE TEST-FS#91	
		04/18/2016	120649	BACKFLOW DEVICE TEST-UTILITY FIELD OFFICE	
		04/18/2016	120650	BACKFLOW DEVICE TEST-PSB	
	17434	04/25/2016	120619	REPLACED BACKFLOW DEVICE-ZONE D	\$7,267.40
		04/25/2016	120891	REPLACED BACKFLOW DEVICE-SD LMD ZN01A-RP	
		04/25/2016	120888	REPLACED BACKFLOW DEVICE-ZONE D	
		04/25/2016	120887	REPLACED BACKFLOW DEVICE-ZONE D	
		04/25/2016	120810	BACKFLOW DEVICE TESTS-VARIOUS LOCATIONS	
		04/25/2016	120617	REPLACED BACKFLOW DEVICE-ZONE D	
		04/25/2016	120618	REPLACED BACKFLOW DEVICE-NPDES	
		04/25/2016	120886	BACKFLOW DEVICE TESTS-VARIOUS LOCATIONS	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$47,786.64
EARTHQUAKE MANAGEMENT	17435	04/25/2016	54503	CERT EQUIPMENT & SUPPLIES	\$5,229.84
Remit to: ESCONDIDO, CA					<u>FYTD:</u> \$5,229.84
EASTERN MUNICIPAL WATER DISTRICT	228076	04/04/2016	MAR-16 4/4/16	WATER CHARGES	\$6,743.83
	228144	04/11/2016	MAR-16 4/11/16	WATER CHARGES	\$18,272.58
	228180	04/18/2016	MAR-16 4/18/16	WATER CHARGES	\$22,196.06
	228253	04/25/2016	MAR-16 4/25/16	WATER CHARGES	\$10,980.32
		04/25/2016	APR-16 4/25/16	WATER CHARGES	
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,266,404.25

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
EMERGENCY RESPONSE PLUMBING AND DRAIN, INC	228124	04/04/2016	BL#21653-YR2016	REFUND OF OVERPAYMENT FOR BL#21653	\$60.29
Remit to: MORENO VALLEY, CA					FYTD: \$60.29
EMERGENT BATTERY TECHNOLOGIES, INC.	17296	04/04/2016	28213	REPLACEMENT BATTERIES FOR BATTERY BACKUP SYSTEMS	\$4,989.60
Remit to: ANAHEIM, CA					FYTD: \$18,403.20
ENCO UTILITY SERVICES MORENO VALLEY LLC	17297	04/04/2016	0402-MF-01869A	SOLAR METER INSTALLATION	\$1,422.00
		04/04/2016	0402-MF-01866A	SOLAR METER INSTALLATION	
	17346	04/11/2016	0402-MF-01873A	SOLAR METER INSTALLATION	\$1,422.00
		04/11/2016	0402-MF-01872A	SOLAR METER INSTALLATION	
Remit to: ANAHEIM, CA					FYTD: \$3,373,034.54
ESCOBEDO, ELEAZAR	228125	04/04/2016	1343562	COTTONWOOD GOLF CENTER RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
ESGIL CORPORATION	17298	04/04/2016	02164561	PLAN CHECK SERVICES 2/1-2/29/16	\$1,642.50
Remit to: SAN DIEGO, CA					FYTD: \$18,494.87
EVANS ENGRAVING & AWARDS	17299	04/04/2016	32416-21	NAMEPLATES FOR EMERGING LEADERS COUNCIL	\$38.88
Remit to: BANNING, CA					FYTD: \$771.12
EWING IRRIGATION PRODUCTS	228254	04/25/2016	1159581	UPDATE OF CALSENSE CONTROLLERS FOR CFD	\$24,800.06
Remit to: PHOENIX, AZ					FYTD: \$24,800.06

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EXCEL LANDSCAPE, INC	17436	04/25/2016	87067A	IRRIGATION REPAIRS-WQB/NPDES	\$72.78
		04/25/2016	87065A	IRRIGATION REPAIRS-WQB/NPDES	
Remit to: CORONA, CA					FYTD: \$63,318.78
FAIR HOUSING COUNCIL OF RIV CO, INC.	17347	04/11/2016	JAN 2016 (LT)	LANDLORD/TENANT MEDIATION PROGRAM-CDBG	\$3,708.66
	17366	04/11/2016	JAN 2016 (FH) 4/7/16 EVENT	FAIR HOUSING DISCRIMINATION PROGRAM-CDBG REGISTRATION - 14TH ANNUAL CHAMPIONS FOR JUSTICE AWARDS BANQUET	\$75.00
	17389	04/18/2016	FEB 2016 (FH)	FAIR HOUSING DISCRIMINATION PROGRAM-CDBG	\$4,348.23
		04/18/2016	FEB 2016 (LT)	LANDLORD/TENANT MEDIATION PROGRAM-CDBG	
Remit to: RIVERSIDE, CA					FYTD: \$36,139.64
FIRST AMERICAN DATA TREE, LLC	228077	04/04/2016	20027760216	ONLINE SOFTWARE SUBSCRIPTION-AUG15	\$594.00
		04/04/2016	20027760815	ONLINE SOFTWARE SUBSCRIPTION-AUG15	
		04/04/2016	20027761015	ONLINE SOFTWARE SUBSCRIPTION-OCT15	
		04/04/2016	20027761215	ONLINE SOFTWARE SUBSCRIPTION-DEC15	
		04/04/2016	20027761115	ONLINE SOFTWARE SUBSCRIPTION-NOV15	
		04/04/2016	20027760116	ONLINE SOFTWARE SUBSCRIPTION-JAN16	
	228255	04/25/2016	20027760316	ONLINE SOFTWARE SUBSCRIPTION-MAR16	\$99.00
Remit to: PASADENA, CA					FYTD: \$940.00

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FIRST CHOICE SERVICES	17348	04/11/2016	584023	WATER PURIF. UNIT RENTAL-CRC-APR16	\$504.90
		04/11/2016	584022	WATER PURIF. UNIT RENTAL-CITY HALL/2ND FLOOR-APR16	
		04/11/2016	584021	WATER PURIF. UNIT RENTAL-CITY HALL/1ST FLOOR-APR16	
		04/11/2016	584019	WATER PURIF. UNIT RENTAL-ANIMAL SHELTER-APR16	
		04/11/2016	584020	WATER PURIF. UNIT RENTAL-ANNEX #1-APR16	
		04/11/2016	584027	WATER PURIF. UNIT RENTAL-FIRE STATION #6-APR16	
		04/11/2016	584036	WATER PURIF. UNIT RENTAL-TRANSP. TRAILER-APR16	
		04/11/2016	584035	WATER PURIF. UNIT RENTAL-SENIOR CENTER-APR16	
		04/11/2016	584024	WATER PURIF. UNIT RENTAL-CITY YARD-APR16	
		04/11/2016	584026	WATER PURIF. UNIT RENTAL-FIRE STATION #2-APR16	
		04/11/2016	584034	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.-APR16	
		04/11/2016	584033	WATER PURIF. UNIT RENTAL-LIBRARY-APR16	
		04/11/2016	584028	WATER PURIF. UNIT RENTAL-FIRE STATION #48-APR16	
		04/11/2016	584029	WATER PURIF. UNIT RENTAL-FIRE STATION #58-APR16	
		04/11/2016	584030	WATER PURIF. UNIT RENTAL-FIRE STATION #65-APR16	
		04/11/2016	584031	WATER PURIF. UNIT RENTAL-FIRE STATION #91-APR16	
		04/11/2016	584032	WATER PURIF. UNIT RENTAL-FIRE STATION #99-APR16	
		04/11/2016	584025	WATER PURIF. UNIT RENTAL-EOC-APR16	
Remit to: ONTARIO, CA					FYTD: \$2,328.92
FIRST INDUSTRIAL REALTY TRUST	17300	04/04/2016	2605691	PROPERTY LEASE RENT-APR16	\$531.00
Remit to: PASADENA, CA					FYTD: \$5,282.30
FIRST INDUSTRIAL REALTY TRUST, INC.	228290	04/25/2016	CK#226062	REISSUE UNCLAIMED CHECK-RE: REFUND T&M DEPOSIT BALANCE (NANDINA)	\$996.11
Remit to: EL SEGUNDO, CA					FYTD: \$996.11

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
FLETCHER, AILEEN	228291	04/25/2016	R16-096822	ANIMAL SVCS REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$7.00
Remit to: MORENO VALLEY, CA					FYTD: \$7.00
FRANCHISE TAX BOARD	228078	04/04/2016	2016-00000330	1015 - GARNISHMENT - CREDITOR %	\$281.46
	228181	04/18/2016	2016-00000342	1015 - GARNISHMENT - CREDITOR %	\$122.50
Remit to: SACRAMENTO, CA					FYTD: \$7,362.11
FRANCISCO, MARGARY	228292	04/25/2016	REFUND	REFUND-CITATIONS MV3140116002, 3140313002, 3140327028, 3140327029	\$460.00
Remit to: GLENDORA, CA					FYTD: \$460.00
FRANKLIN, L. C.	17390	04/18/2016	MAR-2016	MILEAGE REIMBURSEMENT	\$193.32
Remit to: PERRIS, CA					FYTD: \$1,776.82
FRIENDS OF THE MV SENIOR CENTER	17437	04/25/2016	2015-16-01	SENIOR MOVAN PROGRAM-JUL 2015 TO JAN 2016	\$11,428.57
Remit to: MORENO VALLEY, CA					FYTD: \$25,257.97
FUEL PROS, INC	17391	04/18/2016	24529	FUEL TANK VAPOR RECOVERY TESTING-FS#65	\$7,686.83
		04/18/2016	24530	FUEL TANK VAPOR RECOVERY TESTING-FS#48	
		04/18/2016	23242	FUEL PUMP METER SERVICE-FS#91	
		04/18/2016	24532	FUEL PUMP METER SERVICE-FS#65	
		04/18/2016	24531	FUEL TANK VAPOR RECOVERY TESTING-FS#2	
		04/18/2016	24533	FUEL PUMP METER SERVICE-FS#2	
		04/18/2016	24528	FUEL TANK VAPOR RECOVERY TESTING-FS#91	
		04/18/2016	24534	FUEL PUMP METER SERVICE-FS#48	
Remit to: CHINO, CA					FYTD: \$9,327.67

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GAGLIANO, RYAN	228222	04/18/2016	R16-095053	ANIMAL SVCS REFUND-RABIES DEPOSIT	\$20.00
Remit to: FOUNTAIN VALLEY, CA					<u>FYTD:</u> \$20.00
GALARZA, DANIEL RUBEN	228223	04/18/2016	CK#216430/218314	REISSUE UNCLAIMED CHECK (CANDIDATE STATEMENT OVERPAYMENT REFUND)	\$268.52
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$268.52
GALLAGHER, ELAINE	228126	04/04/2016	REIMB.	REIMBURSEMENT-ITEMS PURCHASED FOR 2016 VOLUNTEER BANQUET	\$227.83
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$227.83
GARDNER COMPANY, INC.	17301	04/04/2016	57217	HVAC REPAIR-FS#99	\$1,028.56
		04/04/2016	56959	HVAC REPAIR-FS#91	
Remit to: MURRIETA, CA					<u>FYTD:</u> \$50,890.29
GARRIDO, TRISTA	228169	04/11/2016	R16-093700,94167	ANIMAL SVCS REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
GLOBAL AUTOMATION SERVICES, INC.	228079	04/04/2016	30947	INTEGRATION OF 850 POINTS FOR THE EQUIPMENT & ZONES	\$7,830.00
		04/04/2016	30954	IVUE SOFTWARE TROUBLESHOOTING-CRC/YOC	
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$17,014.16
GONG ENTERPRISES, INC.	17438	04/25/2016	7345	CONSULTANT PLAN CHECK SVCS-PA15-0010/TR36882	\$239.50
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$7,114.50
GORM INC.	228145	04/11/2016	232871	JANITORIAL SUPPLIES-CITY PARKS	\$2,008.86
Remit to: ONTARIO, CA					<u>FYTD:</u> \$11,085.21

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GOZDECKI, DAN	17392	04/18/2016	APR-2016 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS	\$470.40
		04/18/2016	APR-2016 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS	
Remit to: MORENO VALLEY, CA					FYTD: \$4,120.20
GRAVES & KING, LLP	228256	04/25/2016	1602-0009808-04	LEGAL SERVICES-CLAIM MV1622 (K. CABRERA)	\$9,538.60
Remit to: RIVERSIDE, CA					FYTD: \$17,551.17
GREEN, DEAZJAH	228293	04/25/2016	R16-096961	ANIMAL SVCS REFUND-REFUND RTO, NOT THEIR DOG	\$253.00
Remit to: MORENO VALLEY, CA					FYTD: \$253.00
GREENSTONE MATERIALS	228257	04/25/2016	32012	CONCRETE DUMP FEES	\$630.00
Remit to: SAN JUAN CAPISTRANO, CA					FYTD: \$630.00
GUTIERREZ, ANGEL	228182	04/18/2016	WINTER 2016	TUITION REIMBURSEMENT	\$240.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
HABITAT FOR HUMANITY RIVERSIDE	17349	04/11/2016	02/AUG-15	MOBILE HOME REPAIR PROGRAM	\$7,087.10
		04/11/2016	03/SEPT-15	MOBILE HOME REPAIR PROGRAM	
		04/11/2016	04/OCT-15	MOBILE HOME REPAIR PROGRAM	
		04/11/2016	01/JUL-15	MOBILE HOME REPAIR PROGRAM	
	17439	04/25/2016	06/FEB 2016	HELPING HAND PROGRAM-CDBG	\$12,739.24
		04/25/2016	06/DEC-15	MOBILE HOME REPAIR PROGRAM	
		04/25/2016	05/JAN 2016	HELPING HAND PROGRAM-CDBG	
		04/25/2016	07/JAN-16	MOBILE HOME REPAIR PROGRAM	
		04/25/2016	09/MAR-16	MOBILE HOME REPAIR PROGRAM	
Remit to: RIVERSIDE, CA					FYTD: \$941,252.04

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HABITAT RESTORATION SCIENCES, INC	17440	04/25/2016	7060	DETENTION BASIN MAINTENANCE SVC-MAR16	\$1,874.00
Remit to: CARLSBAD, CA					FYTD: \$14,992.00
HATZL-PATTERSON, NINA MICHELE	228211	04/18/2016	4/26-4/28/16	TRAVEL PER DIEM-CALED ANNUAL CONFERENCE	\$185.00
Remit to: RIVERSIDE, CA					FYTD: \$545.67
HERTZ EQUIPMENT RENTAL INC	228080	04/04/2016	28271631-007	HEAVY-DUTY EQUIPMENT RENTAL-EL NINO STORM PREP	\$16,707.60
Remit to: DALLAS, TX					FYTD: \$89,435.88
HIGHCRAFT HOME IMPROVEMENT	228224	04/18/2016	B1502560/1502561	REFUND DUPLICATE PAYMENT OF PLAN CHECK FEES	\$318.00
	228225	04/18/2016	B1502564/1502566	REFUND DUPLICATE PAYMENT OF PLAN CHECK FEES	\$318.00
Remit to: COVINA, CA					FYTD: \$318.00
HIGHLAND FAIRVIEW	228310	04/25/2016	R#411381/382/712	REFUND OF DEPOSIT-RE: MORENO VALLEY JOBS INITIATIVE	\$600.00
Remit to: SAN RAFAEL, CA					FYTD: \$600.00
HILLTOP GEOTECHNICAL, INC.	17442	04/25/2016	15388	CYCLE 2 PAVEMENT RESURFACING-GEOTECH	\$2,996.00
Remit to: SAN BERNARDINO, CA					FYTD: \$42,343.25
HONDA YAMAHA OF REDLANDS	17351	04/11/2016	73267	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$467.77
Remit to: REDLANDS, CA					FYTD: \$19,039.65
HONG LEI, MEI	228242	04/18/2016	B1502118/P15-032	REFUND 100% PERMIT/PLANNING FEES-PROJECT CANCELLED	\$6,483.17
Remit to: MORENO VALLEY, CA					FYTD: \$6,483.17

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HOUSE OF THE LORD	228294	04/25/2016	1350025	COTTONWOOD GOLF CENTER RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
HOUSER, MELANIE JEAN	228183	04/18/2016	1005	TRANSCRIPTION SERVICES FOR PLANNING COMMISSION MEETINGS	\$480.72
	228258	04/25/2016	1006	TRANSCRIPTION SERVICES FOR PLANNING COMMISSION MEETINGS	\$360.36
Remit to: ST. PETERSBURG, FL					<u>FYTD:</u> \$2,920.20
HR GREEN CALIFORNIA, INC	228259	04/25/2016	104223	CONSULTANT PLAN CHECK SVCS 3/14-4/1/16	\$1,240.00
Remit to: DES MOINES, IA					<u>FYTD:</u> \$3,807.62
IBARRA, LUIS	228295	04/25/2016	MV2130402021	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: MODESTO, CA					<u>FYTD:</u> \$115.00
ICC FOOTHILL CHAPTER	228081	04/04/2016	4/19/16 REGISTR.	REGISTRATION FEE-J. VERDUGO FOR POST-DISASTER SAP EVALUATOR TRAINING	\$50.00
Remit to: POMONA, CA					<u>FYTD:</u> \$50.00
ICMA RETIREMENT CORP	17373	04/15/2016	2016-00000348	8030 - DEF COMP 457 - ICMA	\$9,316.40
	17489	04/29/2016	2016-00000363	8030 - DEF COMP 457 - ICMA	\$9,316.40
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$175,013.82
INLAND EMPIRE BUSINESS PUBLICATIONS, LLC	17352	04/11/2016	29	1/2 PAGE ADVERTISEMENT-INLAND EMPIRE BUSINESS REVIEW	\$624.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,372.00

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INLAND EMPIRE PROPERTY SERVICE, INC	17443	04/25/2016	3259	NUISANCE ABATEMENT-LOT BEHIND OLD HOMEBASE	\$6,347.75
		04/25/2016	3266	NUISANCE ABATEMENT-MARCH FIELD	
		04/25/2016	3260	NUISANCE ABATEMENT-POORMAN'S RESERVOIR	
Remit to: MORENO VALLEY, CA					FYTD: \$90,931.13
INLAND OVERHEAD DOOR COMPANY	228185	04/18/2016	39927	NEW VIKING CONTROL BOARD-PSB GATE#5	\$688.00
Remit to: COLTON, CA					FYTD: \$26,054.37
INSIDE PLANTS, INC.	17444	04/25/2016	59474	PLANT MAINTENANCE AT CRC-APR16	\$343.00
Remit to: CORONA, CA					FYTD: \$3,430.00
INTERNAL REVENUE SERVICE CENTER	17282	04/04/2016	F160401	2ND QTR 2016 TAX DEPOSIT	\$2,000.00
Remit to: OGDEN, UT					FYTD: \$2,981,543.16
IRON MOUNTAIN, INC	17445	04/25/2016	MLL5924	OFF-SITE STORAGE OF CITY RECORDS-APR16	\$2,188.04
Remit to: PASADENA, CA					FYTD: \$24,096.62
ISLAMIC ACADEMY OF RIVERSIDE	228127	04/04/2016	1342560	CRC RENTAL REFUND DEPOSIT	\$500.00
Remit to: RIVERSIDE, CA					FYTD: \$500.00
ISO CLAIM PARTNERS	228260	04/25/2016	CP00088454	LEGAL SERVICES-CLAIM MV1506 (L. SPARKS)	\$60.00
Remit to: NEW YORK, NY					FYTD: \$60.00
JANNEY & JANNEY ATTORNEY SVCS, INC.	228261	04/25/2016	3/31/16 STMT	LEGAL COURIER SERVICES-JAN THRU MAR 2016	\$1,204.42
Remit to: RIVERSIDE, CA					FYTD: \$1,364.42

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JDH CONTRACTING	17394	04/18/2016	041516-01	VARIOUS PROJECTS AT COTTONWOOD GOLF CENTER	\$2,420.00
	17446	04/25/2016	041416-01	REPAIR SERVICES-COTTONWOOD GOLF CENTER	\$650.00
Remit to: RIVERSIDE, CA					FYTD: \$214,411.90
JIMENEZ, DARLENE	228296	04/25/2016	MV2150403064	REFUND-PARKING CITATION OVERPAYMENT	\$133.00
Remit to: MORENO VALLEY, CA					FYTD: \$133.00
JOE A. GONSALVES & SON	17303	04/04/2016	26012	LOBBYIST SERVICES-APR16	\$3,000.00
Remit to: SACRAMENTO, CA					FYTD: \$30,135.00
JOHNSON MEZZCAP	17304	04/04/2016	1090	LITE OWLS & E-SERIES EQUIPMENT LEASE-APR16	\$2,243.51
	17447	04/25/2016	1091	LITE OWLS & E-SERIES EQUIPMENT LEASE-MAY16	\$2,243.51
Remit to: DALLAS, TX					FYTD: \$24,678.61
JOHNSON, DIA PETRICE	228297	04/25/2016	CK#4687	REISSUE UNCLAIMED CHECK-RE: UTILITY REFUND	\$363.13
Remit to: MORENO VALLEY, CA					FYTD: \$363.13
JOHNSON, NATALIE	228170	04/11/2016	1343569 1343570	COTTONWOOD GOLF CENTER RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
JTB SUPPLY CO., INC.	17305	04/04/2016	100187	TRAFFIC SIGNAL MAINTENANCE SUPPLIES	\$6,629.04
		04/04/2016	100504	TRAFFIC SIGNAL MAINTENANCE SUPPLIES	
Remit to: ORANGE, CA					FYTD: \$23,093.88
KDM MERIDIAN, INC.	17448	04/25/2016	4195	CYCLE 2 PAVEMENT RESURFACING-SURVEY	\$10,925.00
Remit to: LAKE FOREST, CA					FYTD: \$22,875.00
KENASTON FLOORING	228082	04/04/2016	14131	COTTONWOOD GOLF CENTER RENOVATION-PH2 FLOORING	\$11,806.00
Remit to: SAN BERNARDINO, CA					FYTD: \$47,763.00

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KHAN, NAZIA	228226	04/18/2016	1346975	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
KIMLEY-HORN & ASSOC., INC.	17306	04/04/2016	191653000-0116	CONSULTANT - TMC	\$4,648.65
		04/04/2016	7163466	CONSULTANT - TMC	
Remit to: SAN DIEGO, CA					FYTD: \$27,533.72
KLAAS, VICTORIA	228298	04/25/2016	R16-096922	ANIMAL SVCS REFUND-FULL REFUND, DOG ILL	\$160.00
Remit to: MORENO VALLEY, CA					FYTD: \$160.00
KOA CORPORATION	228083	04/04/2016	JB54042x6	RECHE VISTA REALIGNMENT - DESIGN	\$5,894.24
	228186	04/18/2016	JB54042x7	RECHE VISTA REALIGNMENT - DESIGN	\$5,822.15
Remit to: MONTEREY PARK, CA					FYTD: \$190,041.59
LATITUDE GEOGRAPHICS	228146	04/11/2016	INV0003027	UPGRADE & MIGRATION OF GIS SITE TO HTML5	\$2,541.25
Remit to: VICTORIA, BC					FYTD: \$18,764.00
LAWYERS TITLE COMPANY	228187	04/18/2016	717177	CONSULTANT - MORENO BEACH TITLE REPORTS	\$8,041.00
		04/18/2016	717176	CONSULTANT - MORENO BEACH TITLE REPORTS	
		04/18/2016	717174	CONSULTANT - MORENO BEACH TITLE REPORTS	
Remit to: RIVERSIDE, CA					FYTD: \$8,041.00
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV 1	228262	04/25/2016	5/9/16 GEN MTG	GENERAL MEETING ATTENDANCE-MAYOR PRO TEM GIBA	\$40.00
Remit to: MIRA LOMA, CA					FYTD: \$720.00
LEE, MIKE	17418	04/18/2016	4/26-4/28/16	TRAVEL PER DIEM-CALED ANNUAL CONFERENCE	\$185.00
Remit to: CHINO HILLS, CA					FYTD: \$410.77

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LEE-MCDUFFIE, PRECIOUS	17450	04/25/2016	APR-2016	INSTRUCTOR SERVICES-ACTING FOR KIDS CLASS	\$278.40
Remit to: MORENO VALLEY, CA					FYTD: \$1,716.80
LETNER ROOFING COMPANY	228263	04/25/2016	44495	ROOF LEAK REPAIR-FS#2	\$749.75
Remit to: ORANGE, CA					FYTD: \$451,222.75
LEVEL 3 COMMUNICATIONS, FORMERLY TW TELCOM	17353	04/11/2016	42869072(a)	INTERNET & DATA SERVICES	\$4,541.25
		04/11/2016	42869072	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	
Remit to: BROOMFIELD, CO					FYTD: \$46,189.93
LEXISNEXIS PRACTICE MGMT.	17354	04/11/2016	1602077686	LEGAL RESEARCH TOOLS-FEB16	\$1,180.00
	17451	04/25/2016	1603077642	LEGAL RESEARCH TOOLS-MAR16	\$1,180.00
Remit to: MIAMISBURG, OH					FYTD: \$12,980.00
LIEBERT, CASSIDY, WHITMORE	228188	04/18/2016	5/26/16 WEBINAR	MANDATED REPORTER TRAINING WEBINAR	\$85.00
Remit to: LOS ANGELES, CA					FYTD: \$17,596.60
LIPARI, CLAUDIA	228171	04/11/2016	R16-096273	ANIMAL SVCS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
LIVING WAY CHRISTIAN FELLOWSHIP	228227	04/18/2016	1347410	REFUND DEPOSIT PERMIT #29607	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
LONDON, FELICIA	17307	04/04/2016	WINTER 2016	TUITION REIMBURSEMENT	\$760.02
Remit to: MORENO VALLEY, CA					FYTD: \$760.02

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LOS ANGELES DEPARTMENT OF WATER AND POWER	228228	04/18/2016	4/28-4/29/16	REGISTRATION FEE-P. RASSO FOR CA. MUNICIPAL RATES GRP SPRING CONFERENCE	\$250.00
Remit to: LOS ANGELES, CA					FYTD: \$250.00
LUNA, NANCY D	228128	04/04/2016	MVU 7013698-02	SOLAR INCENTIVE REBATE	\$4,275.00
Remit to: MORENO VALLEY, CA					FYTD: \$4,275.00
LYONS SECURITY SERVICE, INC	17308	04/04/2016	22602	SECURITY GUARD SVCS-CITY YARD-DEC15	\$1,840.92
		04/04/2016	22695	SECURITY GUARD SVCS-CITY YARD-JAN16	
	17355	04/11/2016	22838	SECURITY GUARD SVCS-MVU-MAR16	\$198.12
	17396	04/18/2016	22842	SECURITY GUARD SVCS-LIBRARY-MAR16	\$8,135.20
		04/18/2016	22843	SECURITY GUARD SVCS-CITY HALL-MAR16	
	17452	04/25/2016	22845	SECURITY GUARD SVCS-TOWNGATE COMM. CTR.-MAR16	\$1,180.46
		04/25/2016	22844	SECURITY GUARD SVCS-COTTONWOOD GOLF CENTER SPECIAL EVENTS-MAR16	
Remit to: ANAHEIM, CA					FYTD: \$101,768.33
MANDELL MUNICIPAL COUNSELING	228148	04/11/2016	FEB 2016	LEGAL SERVICES-CSD TRANSITIONS PROJECT	\$1,050.00
		04/11/2016	JAN 2016	LEGAL SERVICES-CSD TRANSITIONS PROJECT	
	228190	04/18/2016	MAR 2016	LEGAL SERVICES-CSD TRANSITIONS PROJECT	\$750.00
Remit to: LOS ANGELES, CA					FYTD: \$6,700.00
MARCELO, ANDY	228172	04/11/2016	R16-096412	ANIMAL SVCS REFUND-ADOPTION,RABIES DEPOSIT,VACCINATIONS,CHIP	\$87.00
Remit to: PERRIS, CA					FYTD: \$87.00

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MARIPOSA HORTICULTURAL ENTERPRISES, INC.	17397	04/18/2016	72293	LANDSCAPE MAINT.-SD LMD ZN 02-MAR 2016	\$24,907.78
	17454	04/18/2016	72292	LANDSCAPE MAINT.-ZONE D-MAR 2016	\$16,935.08
		04/25/2016	72315	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-MAR16	
		04/25/2016	72307	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-MAR16	
		04/25/2016	72312	LANDSCAPE MAINT.-ASES ADMIN. BLDG.-MAR16	
		04/25/2016	72308	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-MAR16	
		04/25/2016	72306	LANDSCAPE MAINT.-NORTH AQUEDUCT-MAR16	
		04/25/2016	72305	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-MAR16	
		04/25/2016	72310	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-MAR16	
		04/25/2016	72309	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-MAR16	
		04/25/2016	72321	LANDSCAPE MAINT.-FIRE STATIONS-MAR16	
		04/25/2016	72301	LANDSCAPE MAINT.-TOWNGATE COMM. CTR.-MAR16	
		04/25/2016	72311	LANDSCAPE MAINT.-ANIMAL SHELTER-MAR16	
		04/25/2016	72316	LANDSCAPE MAINT.-LIBRARY-MAR16	
		04/25/2016	72318	LANDSCAPE MAINT.-SENIOR CENTER-MAR16	
		04/25/2016	72304	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DEPHINIUM/PERHAM TO JFK-MAR16	
		04/25/2016	72319	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-MAR16	
		04/25/2016	72320	LANDSCAPE MAINT.-CITY HALL-MAR16	
		04/25/2016	72322	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-MAR16	
		04/25/2016	72303	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-MAR16	
04/25/2016	72317	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-MAR16			
04/25/2016	72302	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-MAR16			
04/25/2016	72313	LANDSCAPE MAINT.-CITY YARD-MAR16			
04/25/2016	72323	LANDSCAPE MAINT.-ANNEX 1-MAR16			
04/25/2016	72314	LANDSCAPE MAINT.-CRC-MAR16			

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Remit to: IRWINDALE, CA

FYTD: \$995,817.04



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MAYA JR, LORENZO	228229	04/18/2016	1344112	REFUND SENIOR CENTER RENTAL CONTRACT #29747	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
MCCAIN TRAFFIC SUPPLY	228191	04/18/2016	INV0203292	TRAFFIC SIGNAL SUPPLIES	\$3,062.88
		04/18/2016	INV0200445	TRAFFIC SIGNAL SUPPLIES	
Remit to: VISTA, CA					<u>FYTD:</u> \$30,161.13
MCKINNEY, BROOKE	228108	04/04/2016	4/12-4/15/16	TRAVEL PER DIEM-CMTA ANNUAL CONFERENCE	\$224.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$683.87
MEDINA, MARIANELLA	228299	04/25/2016	1348867	SHELTER REFUND	\$80.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$80.00
MEEKS, DANIEL	17398	04/18/2016	032016	SPORTS OFFICIATING SERVICES-SOFTBALL	\$63.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,827.00
MENGISTU, YESHIALEM	17399	04/18/2016	MAR-2016	MILEAGE REIMBURSEMENT	\$126.90
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,273.15
MEYERS, ROBERT	17456	04/25/2016	APR-2016	INSTRUCTOR SERVICES-PHOTOGRAPHY CLASS	\$84.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$633.00
MICHAEL BAKER INTERNATIONAL, INC	17309	04/04/2016	936545	NASON ST. - SURVEY	\$700.46
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$35,339.75

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MICON CONSTRUCTION, INC.	17310	04/04/2016	7801-01	MARCH FIELD PARK PLAYGROUND CONSTRUCTION	\$24,650.00
Remit to: PLACENTIA, CA					<u>FYTD:</u> \$106,363.16
MILLER, CASEY	228173	04/11/2016	R16-096278	ANIMAL SVCS REFUND-ADOPTION,LICENSE,VACCINATIONS,CHIP	\$82.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$82.00
MIRACLE RECREATION EQUIPMENT	17311	04/04/2016	772788	PLAYGROUND EQUIPMENT PARTS-MARCH COMM. CTR.	\$695.78
Remit to: DALLAS, TX					<u>FYTD:</u> \$80,909.25
MONTEJANO, FRANK	228300	04/25/2016	R16-096470	ANIMAL SVCS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
MONTGOMERY PLUMBING INC	228085	04/04/2016 04/04/2016	022216 021916	PLUMBING SERVICE-FS#2 URINAL REPAIR PLUMBING SERVICE-FS#65 TOILET-REPLACED SLOAN VALVE	\$3,225.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19,533.00
MORALES, BIANCA	228230	04/18/2016	1346941	COTTONWOOD GOLF CENTER RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
MORALES, RIGO	228231	04/18/2016	1346943	COTTONWOOD GOLF CENTER RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
MORENO VALLEY CHAMBER OF COMMERCE	228150	04/11/2016	5136	WAKE-UP MEETING ATTENDANCE-3/23/16	\$220.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$11,990.00

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MORENO VALLEY CITY EMPLOYEES ASSOCIATION	17278	04/01/2016	2016-00000337	8710 - MVCEA EMPLOYEE DUES	\$1,254.50
	17375	04/15/2016	2016-00000350	8710 - MVCEA EMPLOYEE DUES	\$1,222.50
	17491	04/29/2016	2016-00000365	8710 - MVCEA EMPLOYEE DUES	\$1,222.50
Remit to: MORENO VALLEY, CA					FYTD: \$26,952.50
MORENO VALLEY HISTORICAL SOCIETY	228109	04/04/2016	4/8/16 EVENT	GOLDEN YEARS SPONSOR-6TH ANNUAL DINNER & SILENT AUCTION	\$1,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,000.00
MORENO VALLEY MANAGEMENT ASSOCIATION	17312	04/04/2016	2016-00000331	8705 - MVMA EMPLOYEE DUES	\$528.00
	17400	04/18/2016	2016-00000343	8705 - MVMA EMPLOYEE DUES	\$528.00
Remit to: MORENO VALLEY, CA					FYTD: \$13,796.00
MORENO VALLEY UTILITY	228151	04/11/2016	7013411-01/MAR16	ELECTRICITY-UTILITY FIELD OFFICE	\$93.95
Remit to: HEMET, CA					FYTD: \$840,354.86
MORENO, CELENE	228232	04/18/2016	1346950	COTTONWOOD GOLF CENTER RENTAL REFUND DEPOSIT MINUS BALANCE DUE	\$100.00
Remit to: MORENO VALLEY, CA					FYTD: \$100.00
MSA - INLAND EMPIRE / DESERT CHAPTER	228087	04/04/2016	4/21/16 REG FEES	TRAFFIC CONTROL TRAINING-A. ORENALLAS, J. GUTIERREZ & P. ARROYO	\$225.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$225.00
MURILLO, DAVID	228301	04/25/2016	MVP75871	REFUND-PARKING CITATION OVERPAYMENT	\$47.50
Remit to: RIVERSIDE, CA					FYTD: \$47.50

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MUSIC CHANGING LIVES	17313	04/04/2016	MAR-2016	INSTRUCTOR SERVICES-DRAWING FOR KIDS CLASS INSTRUCTOR	\$105.00
	17457	04/25/2016	APR-2016	SERVICES-COMIC BOOK CREATION/DRAWING FOR KIDS CLASSES	\$108.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,611.00
NATIONWIDE RETIREMENT SOLUTIONS CP	17279	04/01/2016	2016-00000338	8020 - DEF COMP PST - NATIONWIDE	\$2,393.96
	17376	04/15/2016	2016-00000351	8020 - DEF COMP PST - NATIONWIDE	\$2,691.86
	17492	04/29/2016	2016-00000366	8020 - DEF COMP PST - NATIONWIDE	\$2,837.43
Remit to: COLUMBUS, OH					FYTD: \$747,278.43
NBS GOVERNMENT FINANCE GROUP	17314	04/04/2016	31600319	2015 COMPREHENSIVE USER FEE STUDY	\$4,210.00
		04/04/2016	31600317	FEE COMPARISON SURVEY	
Remit to: TEMECULA, CA					FYTD: \$7,240.00
NEIR, MELISSA	228178	04/11/2016	DONATION	DONATION-AUTISM AWARENESS MONTH-PALM MIDDLE SCHOOL PTSA	\$100.00
Remit to: MORENO VALLEY, CA					FYTD: \$100.00
NELSON PAVING	228265	04/25/2016	1114224-BAL	LIBRARY PARKING LOT ASPHALT SVCS-FULL PAYMENT	\$6,958.00
Remit to: PERRIS, CA					FYTD: \$46,288.00
NEW IMAGE COMMERCIAL FLOORING	228192	04/18/2016	14315	CRC BREAKROOM FLOORING REPLACEMENT	\$1,836.00
Remit to: SAN BERNARDINO, CA					FYTD: \$8,657.62
NEWMAN, ROBERT	228174	04/11/2016	R16-095398	ANIMAL SVCS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00

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NOBEL SYSTEMS	17315	04/04/2016	13751	GIS DATA CONVERSION FOR MV UTILITY	\$4,790.00
Remit to: SAN BERNARDINO, CA					FYTD: \$8,390.00
ORROCK, POPKA, FORTINO & BRISLIN	17401	04/18/2016	90-037M STMT 35	LEGAL SERVICES-CLAIM MV1310 (O. RODRIGUEZ)	\$4,248.00
		04/18/2016	90-042M STMT 13	LEGAL SERVICES-CLAIM MV 1506 (L. SPARKS)	
Remit to: REDLANDS, CA					FYTD: \$55,650.56
OVERLAND PACIFIC & CUTLER, INC.	17316	04/04/2016	1602038	CONSULTANT - RIGHT-OF-WAY	\$1,785.00
	17458	04/25/2016	1603055	RECHE VISTA REALIGNMENT	\$1,732.50
Remit to: LONG BEACH, CA					FYTD: \$31,367.50
PACIFIC ALARM SERVICE, INC	17317	04/04/2016	R119531	BURGLAR ALARM SYSTEM RENT/SERVICE/MONITORING-MVU SUBSTATION-APR16	\$244.00
Remit to: BEAUMONT, CA					FYTD: \$2,440.00
PACIFIC TELEMAGEMENT SERVICES	17459	04/25/2016	828365	PAY PHONE SERVICES-MAY16	\$250.56
Remit to: SAN RAMON, CA					FYTD: \$3,163.32
PAINING BY ZEB BODE	17402	04/18/2016	041816	COTTONWOOD GOLF CENTER PHASE II PAINTING	\$24,422.00
		04/18/2016	033116	CRC-NORTH EXTERIOR WALL INSTALLATION & REPAIR SERVICES	
Remit to: NORCO, CA					FYTD: \$78,389.00
PALAU, SHANNA	228110	04/04/2016	4/11-4/14/16	TRAVEL PER DIEM & MILEAGE-2016 CAPIO ANNUAL CONFERENCE	\$170.54
	228266	04/25/2016	WINTER 2016	TUITION REIMBURSEMENT	\$515.00
Remit to: RIVERSIDE, CA					FYTD: \$2,345.54

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PERRIS VALLEY PRINTING CO.	17403	04/18/2016	12669	STREET TREE MAINTENANCE DOOR HANGERS (1,000 SETS)	\$177.66
Remit to: NUEVO, CA					FYTD: \$177.66
PERS LONG TERM CARE PROGRAM	228088	04/04/2016	2016-00000332	4720 - PERS LONG TERM CARE	\$460.33
	228193	04/18/2016	2016-00000344	4720 - PERS LONG TERM CARE	\$460.33
Remit to: PASADENA, CA					FYTD: \$9,666.93
PERS RETIREMENT	17368	04/11/2016	P160311a	PERS RETIREMENT - CLASSIC FINAL	\$2,452.58
	17369	04/11/2016	P160311b	PERS RETIREMENT - PEPRA FINAL	\$10,470.81
	17371	04/11/2016	P160325P	PERS RETIREMENT DEPOSIT - PEPRA	\$17,423.28
	17483	04/22/2016	P160325a	PERS RETIREMENT - CLASSIC FINAL	\$987.03
	17484	04/22/2016	P160325b	PERS RETIREMENT - PEPRA FINAL	\$12,524.22
	17485	04/22/2016	P160311m	ADMIN FEE PAYROLL REPORTING	\$200.00
	17487	04/22/2016	P160408P	PERS RETIREMENT DEPOSIT - PEPRA	\$17,058.43
Remit to: SACRAMENTO, CA					FYTD: \$5,737,983.16
PETALS THE CLOWN & FRIENDS	228089	04/04/2016	201	CLOWN ENTERTAINMENT FOR BUNNY BRUNCH	\$155.00
Remit to: RIVERSIDE, CA					FYTD: \$1,360.00
PETTY CASH - FINANCE	228212	04/18/2016	MAR 2016	PETTY CASH FUND REPLENISHMENT	\$888.77
Remit to: MORENO VALLEY, CA					FYTD: \$6,537.50
PIP PRINTING	17356	04/11/2016	56647	PEACE MARCH FLYERS-3/26/16 EVENT	\$132.30
	17460	04/25/2016	56722	PRINTING OF PAFR (50 COPIES)	\$216.00
Remit to: MORENO VALLEY, CA					FYTD: \$7,596.12

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PLACEWORKS, INC	228090	04/04/2016	58641	LOGISTICS CENTER EIR PEER REVIEW SERVICES-FEB16	\$23,545.05
		04/04/2016	58426	LOGISTICS CENTER EIR PEER REVIEW SERVICES-JAN16	
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$24,545.15
PLUMMER, TED	228091	04/04/2016	600	PARADE SOUND FOR JULY 4, 2016 EVENT	\$690.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$690.00
PROACTIVE ENGINEERING CONSULTANTS, INC.	17357	04/11/2016	2830	STAGE II CACTUS AVE EAST BOUND 3RD LANE - DESIGN	\$3,900.00
Remit to: CORONA, CA					<u>FYTD:</u> \$61,329.55
PROJECT ENERGY SAVERS, LLC	228152	04/11/2016	16-044	PROMOTIONAL ITEMS-SUMMER GIVEAWAY	\$2,941.71
Remit to: BROOKLYN, NY					<u>FYTD:</u> \$6,966.58

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PRUDENTIAL OVERALL SUPPLY	17318	04/04/2016	22217896	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	\$390.39
		04/04/2016	22214956	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		04/04/2016	22218680	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		04/04/2016	22214364	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		04/04/2016	22217900	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		04/04/2016	22217906	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		04/04/2016	22221396	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		04/04/2016	22217903	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		04/04/2016	22217907	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		04/04/2016	22217902	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		04/04/2016	22217901	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		04/04/2016	22217905	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		04/04/2016	22217898	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
	04/04/2016	22221401	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF		
	17404	04/18/2016	22214376	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF	\$63.34
		04/18/2016	22225138	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		04/18/2016	22221406	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF	
		04/18/2016	22225133	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		04/18/2016	22217908	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF	

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PRUDENTIAL OVERALL SUPPLY	17461	04/25/2016	22225137	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	\$622.53
		04/25/2016	22228674	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		04/25/2016	22225131	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		04/25/2016	22228669	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		04/25/2016	22221641	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		04/25/2016	22225136	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		04/25/2016	22228673	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		04/25/2016	22228677	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		04/25/2016	22221394	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		04/25/2016	22221395	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		04/25/2016	22228668	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		04/25/2016	22228679	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		04/25/2016	22221397	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		04/25/2016	22228672	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		04/25/2016	22225139	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		04/25/2016	22225134	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		04/25/2016	22225140	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		04/25/2016	22229252	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		04/25/2016	22225740	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		04/25/2016	22225141	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		04/25/2016	22228671	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		04/25/2016	22228678	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		04/25/2016	22221402	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		04/25/2016	22225132	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		04/25/2016	22228676	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		04/25/2016	22225142	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY		04/25/2016	22225135	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$8,021.06
PRUITT, CHERYL	17462	04/25/2016	APR-2016	INSTRUCTOR SERVICES-COMPUTERS FOR BEGINNERS CLASS	\$70.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,446.60
PSOMAS	17319	04/04/2016	114881	ALESSANDRO/ELSWORTH - DESIGN	\$2,586.25
		04/04/2016	115866	ALESSANDRO/ELSWORTH - DESIGN	
	17463	04/25/2016	116954	ON CALL PROPERTY ACQUISITION - LEGALS & PLATS	\$4,694.49
		04/25/2016	117349	CORPORATE YARD - SURVEY SERVICES	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$78,979.26
RAMIREZ, ELIZABETH	228233	04/18/2016	R16-94140,93690	ANIMAL SVCS REFUND-RABIES AND SPAY/NEUTER DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
RAMOS, ROBERTO	17464	04/25/2016	APR-2016	INSTRUCTOR SERVICES-KINDER KARATE/SELF DEFENSE/TAE KWON DO CLASS	\$1,379.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,868.40
RANCHO BELAGO DANCE COMPANY	17465	04/25/2016	APR-2016	INSTRUCTOR SERVICES-DANCE CLASSES	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,522.00
RANCHO SHEET METAL, INC	228129	04/04/2016	BL#13676-YR2016	REFUND OF OVERPAYMENT FOR BL#13676	\$78.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$78.20
RASSO, PRISCILLA	228213	04/18/2016	4/28-4/29/16	TRAVEL PER DIEM & MILEAGE-CA. MUNICIPAL RATES GROUP SPRING CONFERENCE	\$150.54
Remit to: CORONA, CA					<u>FYTD:</u> \$150.54

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RCCD FOUNDATION	228214	04/18/2016	4/26/16 EVENT	REGISTRATION FOR MAYOR PRO TEM GIBA-2016 ANNUAL RECOGNITION AWARDS & ARTS GALA	\$125.00
Remit to: RIVERSIDE, CA					FYTD: \$1,200.00
REGALADO, BLANCA E	17320	04/04/2016	MAR-2016	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$333.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,628.00
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	17321	04/04/2016	11813231	LINEN'S RENTAL FOR CRC BALL ROOM	\$22.00
	17466	04/25/2016	11823849	LINEN'S RENTAL FOR CRC BALL ROOM	\$44.00
		04/25/2016	11818240	LINEN'S RENTAL FOR CRC BALL ROOM	
Remit to: LOS ANGELES, CA					FYTD: \$1,609.34
RESCUE ROOTER	228194	04/18/2016	8106-281300	COTTONWOOD GOLF CENTER BANQUET RESTROOM REPAIR	\$4,500.00
Remit to: RIVERSIDE, CA					FYTD: \$4,500.00
RHA LANDSCAPE ARCHITECTS- PLANNERS	228195	04/18/2016	0316034	SHADOW MOUNTAIN PARK PLAYGROUND PROJECT DESIGN-MAR16	\$1,922.50
Remit to: RIVERSIDE, CA					FYTD: \$11,439.37
RICHARD, TREVON	228302	04/25/2016	1348759 1348758	SHELTER REFUND	\$191.00
Remit to: MORENO VALLEY, CA					FYTD: \$191.00
RICK ENGINEERING COMPANY	17405	04/18/2016	47890	RECHE VISTA REALIGNMENT - SURVEY	\$3,910.00
Remit to: RIVERSIDE, CA					FYTD: \$72,450.00

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RIGHTWAY SITE SERVICES, INC.	228092	04/04/2016	123701	PORTABLE RESTROOM RENTAL-PSB CAR WASH AREA-MAR16	\$113.90
	228153	04/11/2016	124427	PORTABLE RESTROOM RENTAL-MARCH MIDDLE SCHOOL	\$591.70
		04/11/2016	124425	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	
		04/11/2016	124426	PORTABLE RESTROOM RENTAL-EQUESTRIAN CENTER	
	228196	04/18/2016	124722	PORTABLE RESTROOM RENTAL-MAINT/OP'S @ CITY YARD	\$205.04
	228267	04/25/2016	125928	ADA COMMODE RENTALS FOR ADA RENOVATION PROJECTS-APR16	\$872.34
		04/25/2016	120940	PORTABLE RESTROOM RENTAL-MAINT/OP'S @ CITY YARD	
Remit to: LAKE ELSINORE, CA					FYTD: \$8,919.97
RIVERA, DALIANA	228303	04/25/2016	MVU 7013976-02	SOLAR INCENTIVE REBATE	\$6,006.00
Remit to: MORENO VALLEY, CA					FYTD: \$6,006.00
RIVERSIDE COUNTY FLOOD CONTROL & WATER, CONSERVATION DISTRICT	228197	04/18/2016	FC0000015358	MORENO TOWNSITE SD - DESIGN RCFC PLAN CHECK	\$3,012.65
Remit to: RIVERSIDE, CA					FYTD: \$75,428.08
RIVERSIDE COUNTY HABITAT CONSERVATION	228154	04/11/2016	1ST QTR 2016	STEPHEN'S KANGAROO RAT MITIGATION FEES FOR QUARTER ENDING 3/31/16	\$8,645.00
Remit to: RIVERSIDE, CA					FYTD: \$14,515.00
RIVERSIDE COUNTY SCHOOL BOARDS ASSOCIATION	228198	04/18/2016	4/25/16 EVENT	SPRING CONFERENCE REGISTRATION-MAYOR YXSTIAN GUTIERREZ & COUNCILMEMBER D.L. JEMPSON	\$130.00
Remit to: SAN JACINTO, CA					FYTD: \$130.00

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RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	228093	04/04/2016	2016-00000333	1015 - GARNISHMENT - CREDITOR %	\$400.00
	228199	04/18/2016	2016-00000345	1015 - GARNISHMENT - CREDITOR %	\$400.00
Remit to: RIVERSIDE, CA					FYTD: \$10,943.49
RIVERSIDE MEDICAL CLINIC	228200	04/18/2016	03072016	PRE-EMPLOYMENT DRUG SCREENING	\$183.00
Remit to: RIVERSIDE, CA					FYTD: \$213.00
RMA GROUP	228201	04/18/2016	51332R	RECHE VISTA REALIGNMENT - GEOTECH	\$19,754.00
		04/18/2016	51531R	RECHE VISTA REALIGNMENT - GEOTECH	
		04/18/2016	51280	CORP YARD - GEOTECH SERVICES	
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$72,549.50
ROBERTS, JERI	228130	04/04/2016	R15-090407	ANIMAL SVCS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
ROBINSON, DARRYL	228304	04/25/2016	REFUND	REFUND-CITATIONS MV2141113018 & MV3150219040	\$413.00
Remit to: MORENO VALLEY, CA					FYTD: \$413.00
RODRIGUEZ, ALICIA	228131	04/04/2016	MVU 7011691-03	SOLAR INECENTIVE REBATE	\$3,252.39
Remit to: MORENO VALLEY, CA					FYTD: \$3,252.39
RODRIGUEZ, KIMBERLY	228132	04/04/2016	R16-096283	ANIMAL SVCS REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$12.00
Remit to: MORENO VALLEY, CA					FYTD: \$12.00

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ROMAN TINT, INC	228268	04/25/2016	1960	PROVIDE/INSTALL SOLAR FILM AT CRC MAIN ENTRY WAY WINDOWS	\$2,542.00
		04/25/2016	1959	PROVIDE/INSTALL REFLECTIVE WINDOW FILM AT SENIOR CENTER GYM	
Remit to: RIALTO, CA					FYTD: \$7,746.00
RON TURLEY ASSOC. INC	228094	04/04/2016	46147	FLEET MANAGEMENT SOFTWARE-QUARTERLY HOSTING FEES (4/1-6/30/16)	\$2,220.00
Remit to: GLENDALE, AZ					FYTD: \$2,220.00
ROTO-ROOTER PLUMBERS	17358	04/11/2016	IE260981	PLUMBING REPAIRS-JFK PARK	\$359.25
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$1,452.25
SAFEWAY SIGN CO.	17323	04/04/2016	6044	TRAFFIC SIGNS & HARDWARE	\$23,881.92
		04/04/2016	6014	TRAFFIC SIGNS & HARDWARE	
Remit to: ADELANTO, CA					FYTD: \$66,709.43
SANCHEZ, SANDRA	228133	04/04/2016	B1403110	REFUND-PERMIT FEES-PROJECT CANCELLED	\$258.94
Remit to: MORENO VALLEY, CA					FYTD: \$258.94
SAWYER, ESTIE LUCINDA	228305	04/25/2016	MV3150803015	REFUND-PARKING CITATION DISMISSED	\$61.00
Remit to: MORENO VALLEY, CA					FYTD: \$61.00
SCHIEFELBEIN, LORI C.	228095	04/04/2016	MAR 2016	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM	\$1,058.75
Remit to: BULLHEAD CITY, AZ					FYTD: \$13,310.00
SCMAF - INLAND VALLEY	228096	04/04/2016	03	BASKETBALL TOURNAMENT (3) TEAMS REGISTRATION 3/19 & 3/16/16	\$525.00
Remit to: EL MONTE, CA					FYTD: \$573.00

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SCOTT FAZEKAS & ASSOCIATES, INC	228097	04/04/2016	18740	PLAN CHECK SVCS FOR BLDG./SAFETY-FEB16	\$1,591.85
Remit to: IRVINE, CA					FYTD: \$69,009.76
SCREEN VISION	228098	04/04/2016	LOC_000099991	PUBLIC SAFETY EXPO PROMOTION-PRODUCTION COST	\$2,610.00
		04/04/2016	LOC_000099434	PUBLIC SAFETY EXPO PROMOTION 2/5-3/3/16 (MV 16 & TOWNGATE 8)	
		04/04/2016	LOC_000101954	PUBLIC SAFETY EXPO PROMOTION 3/4-3/31/16 (MV 16 & TOWNGATE 8)	
Remit to: NEW YORK, NY					FYTD: \$5,220.00
SECTRAN SECURITY, INC	228269	04/25/2016	16040745	ARMORED TRANSPORT SERVICES-APR16	\$465.75
Remit to: LOS ANGELES, CA					FYTD: \$4,745.25
SHERIFF'S SPECIAL EVENTS	228111	04/04/2016	4/13/16 EVENT	ANNUAL AWARDS CEREMONY RESERVATION-COUNCIL MEMBERS & STAFF (10)	\$250.00
Remit to: RIVERSIDE, CA					FYTD: \$250.00
SIERRA PACIFIC ELECTRICAL CONTRACTING	228202	04/18/2016	24478	TRAFFIC SIGNAL CONDUIT REPAIR	\$10,535.00
Remit to: RIVERSIDE, CA					FYTD: \$10,535.00
SIGNS BY TOMORROW	228203	04/18/2016	17430	PUBLIC HEARING SIGN POSTINGS FOR CC & PC MEETINGS	\$729.00
		04/18/2016	17325	PUBLIC HEARING SIGN POSTINGS FOR CC & PC MEETINGS	
	228270	04/25/2016	17494	PUBLIC HEARING SIGN POSTINGS FOR CC & PUBLIC MEETINGS	\$243.00
Remit to: MURRIETA, CA					FYTD: \$6,336.26
SKECHERS	228175	04/11/2016	MVU 7013669-01	PBI SOLAR INCENTIVE REBATE	\$5,839.76
Remit to: MANHATTAN BEACH, CA					FYTD: \$5,839.76

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SMITH, BRANDI	228234	04/18/2016	R16-096673	ANIMAL SVCS REFUND-ADOPTION,LICENSE,VACCINATIONS,CHIP	\$82.00
Remit to: MORENO VALLEY, CA					FYTD: \$82.00
SOCO GROUP, INC	17406	04/18/2016	0267416-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$20,111.50
		04/18/2016	0263475-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		04/18/2016	0261489-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		04/18/2016	0268650-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		04/18/2016	0265417-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		04/18/2016	0269392-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		04/18/2016	0264707-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		04/18/2016	0266569-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		04/18/2016	0262631-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: PERRIS, CA					FYTD: \$208,829.38
SOLARCITY CORPORATION	228235	04/18/2016	B1402566/1501063	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$267.52
	228236	04/18/2016	B1501586	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$133.76
	228237	04/18/2016	B1502979/1502980	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$412.38
Remit to: RIVERSIDE, CA					FYTD: \$267.52
SOLCIUS, LLC	228238	04/18/2016	B1501789	REFUND 80% PERMIT FEES LESS ISSUANCE FEE-PROJECT CANCELLED	\$146.32
Remit to: RIVERSIDE, CA					FYTD: \$146.32
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	228099	04/04/2016	2919823	ANNUAL EMISSIONS FEES-FS#6 GENERATOR	\$467.98
		04/04/2016	2918817	ANNUAL OPERATING FEES-FS#6 GENERATOR	
	228204	04/18/2016	2943254	ANNUAL EMISSION FEES-FS#58 GENERATOR	\$467.98
		04/18/2016	2942614	ANNUAL OPERATING FEES-FS#58 GENERATOR	
Remit to: DIAMOND BAR, CA					FYTD: \$4,061.26

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SOUTHERN CALIFORNIA EDISON 1	228100	04/04/2016	MAR-16 4/4/16	ELECTRICITY CHARGES	\$3,222.69
	228155	04/11/2016	721-3449/MAR-16	IFA CHARGES-SUBSTATION	\$21,276.72
		04/11/2016	MAR-16 4/11/16	ELECTRICITY CHARGES	
	228156	04/11/2016	7500649703	RELIABILITY SERVICE-DLAP_SCE_SEES_HV-DEC15	\$2,757.25
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$2,658,048.96
SOUTHERN CALIFORNIA GAS CO.	228206	04/18/2016	MAR-2016	GAS CHARGES	\$5,874.46
		04/18/2016	03944468960 3/29	OPENING GAS BILL FOR NEW CITY YARD BUILDING	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$99,313.73
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY	17359	04/11/2016	0316	SHARED COST FOR ASTORIA PROJECT-SCPPA RESTRUCTURING-MAR16	\$64.19
	17467	04/25/2016	0416	SHARED COST FOR ASTORIA PROJECT-SCPPA RESOLUTION BILLING-APR16	\$64.58
Remit to: GLENDORA, CA					<u>FYTD:</u> \$2,532.52
SPARKLETTS	17324	04/04/2016	7364551 032316	BOTTLED WATER SVC.-SUNNYMEAD & RAINBOW RIDGE CHILDCARE SITES	\$39.65
	17407	04/18/2016	7364596 040216	BOTTLED WATER SVC.-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"	\$10.50
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,326.26
SPINITAR	228207	04/18/2016	346960	MOVIE PROJECTOR FOR HSG GRANT	\$13,858.74
Remit to: LA MIRADA, CA					<u>FYTD:</u> \$13,858.74
SPRINT	17468	04/25/2016	634235346-067	CELLULAR PHONE SVC-PD SET UNIT	\$57.85
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$786.22

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
STANDARD INSURANCE CO	17325	04/04/2016	160401a	LIFE & DISABILITY INSURANCE	\$23,774.57
	228102	04/04/2016	160401	SUPPLEMENTAL INSURANCE	\$1,139.99
Remit to: PORTLAND, OR					FYTD: \$272,680.97
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	17326	04/04/2016	13257484	ALARM SYSTEM MONITORING SERVICES-ANNEX 1 BURGLAR ALARM/APR-JUN16	\$1,802.00
		04/04/2016	13254091	ALARM SYSTEM MONITORING SERVICES-TOWNGATE COMM. CTR./APR-JUN16	
		04/04/2016	13257578	ALARM SYSTEM MONITORING SERVICES-CRC/APR-JUN16 ALARM	
		04/04/2016	13254997	SYSTEM MONITORING SERVICES-FS#99/APR16 ALARM SYSTEM	
		04/04/2016	13270101	MONITORING SERVICES-MARCH FIELD COMM. CTR./APR-JUN16	
		04/04/2016	13263314	ALARM SYSTEM MONITORING SERVICES-PUBLIC SAFETY BLDG./ APR-JUN16	
		04/04/2016	13245080	ALARM SYSTEM MONITORING SERVICES-EOC/APR16 SECURITY	
		04/04/2016	13238202	SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	
	17469	04/25/2016	13220170	SECURITY SYSTEM SERVICE CALL-CRC-INSTALLATION OF 2 PANIC BUTTONS	\$690.00
Remit to: PALATINE, IL					FYTD: \$38,521.30
STATE BOARD OF EQUALIZATION	228272	04/25/2016	1ST QTR 2016	ACCT#31-000177-ELECTRICAL ENERGY SURCHARGE RETURN/JAN-MAR 2016	\$12,013.00
Remit to: SACRAMENTO, CA					FYTD: \$50,467.43
STATE BOARD OF EQUALIZATION 1	17545	04/22/2016	1ST QTR 2016	SALES & USE TAX REPORT FOR QUARTER ENDING 3/31/16	\$2,948.00
Remit to: SACRAMENTO, CA					FYTD: \$25,086.32

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
STATE DISBURSEMENT UNIT	17280	04/01/2016	2016-00000339	1005 - GARNISHMENT - CHILD SUPPORT	\$3,852.50
	17377	04/15/2016	2016-00000352	1005 - GARNISHMENT - CHILD SUPPORT	\$3,863.76
	17493	04/29/2016	2016-00000367	1005 - GARNISHMENT - CHILD SUPPORT	\$3,840.68
Remit to: WEST SACRAMENTO, CA					FYTD: \$71,791.57
STEER 'N STEIN MV, INC	228103	04/04/2016	3042016-2	VOLUNTEER AWARDS DINNER-MEALS	\$2,240.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,240.00
STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	17408	04/18/2016	JAN-2016	INTERIM CITY ATTORNEY LEGAL SERVICES 1/1-1/31/16	\$22,016.25
Remit to: RANCHO MIRAGE, CA					FYTD: \$232,599.25
SUN RUN INSTALLATION SERVICE, INC.	228239	04/18/2016	B1502252/1502264	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$280.08
Remit to: SAN LUIS OBISPO, CA					FYTD: \$280.08
SUNNYMEAD ACE HARDWARE	228157	04/11/2016	65920	MISC. SUPPLIES FOR FS#6	\$37.90
		04/11/2016	65950	MISC. SUPPLIES FOR FS#6	
		04/11/2016	65965	MISC. SUPPLIES FOR FS#6	
	228273	04/25/2016	65795	MISC. SUPPLIES FOR PD	\$47.37
		04/25/2016	65949	MISC. SUPPLIES FOR PD	
Remit to: MORENO VALLEY, CA					FYTD: \$2,242.20
SUPERIOR SIGN COMPANY	228306	04/25/2016	P16-0060	REFUND OF BALANCE ON DEPOSIT-RE: 12682 PERRIS/LES SCHWABB TIRE	\$918.67
Remit to: LONG BEACH, CA					FYTD: \$918.67
SYNERGY COMPANIES	228134	04/04/2016	BL#21955-YR2016	REFUND OF OVERPAYMENT FOR BL#21955	\$96.19
Remit to: HAYWARD, CA					FYTD: \$96.19

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TACO BELL #26795	228176	04/11/2016	BL#22338-YR2016	REFUND OF OVERPAYMENT FOR BL#22338	\$429.46
Remit to: LADERA RANCH, CA					FYTD: \$429.46
TAYLOR'S APPLIANCE	228208	04/18/2016	JA2224	SERVICE CALL-FS#6 WASHER	\$877.40
		04/18/2016	BC8732-0	NEW WASHER FOR FS#6	
	228274	04/25/2016	BC8215-0	ICE MAKER FOR COTTONWOOD GOLF CENTER RENOVATION	\$4,892.60
Remit to: RIVERSIDE, CA					FYTD: \$5,947.69
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	17327	04/04/2016	2016-00000334	4511 - FSA - MEDICAL CARE REIMBURSEMENT	\$158.00
	17409	04/18/2016	2016-00000346	4511 - FSA - MEDICAL CARE REIMBURSEMENT	\$6,264.58
		04/18/2016	91601	FLEX & COBRA ADMIN FEES-MAR16	
Remit to: TEMECULA, CA					FYTD: \$519,646.87
THOMPSON COBURN LLP	17330	04/04/2016	3155093	LEGAL SERVICES-MVU RELIABILITY STANDARD COMPLIANCE-FEB16	\$39.56
Remit to: WASHINGTON, DC					FYTD: \$10,871.32
THOMSON REUTERS-WEST PUBLISHING CORP.	228158	04/11/2016	833640405	LEGAL LIBRARY PUBLICATION UPDATES	\$205.20
		04/11/2016	833646204	LEGAL LIBRARY PUBLICATION UPDATES	
Remit to: CAROL STREAM, IL					FYTD: \$12,914.16
TIME FOR CHANGE FOUNDATION	228112	04/04/2016	4/15/16 EVENT	REGISTRATION FEE-13TH ANNUAL AWARDS GALA-MAYOR GUTIERREZ & COUNCILMEMBER JEMPSON	\$250.00
Remit to: SAN BERNARDINO, CA					FYTD: \$8,457.39

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TITAN CONSTRUCTION & SOLAR	228240	04/18/2016	B1502521/1502523	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-DUPLICATE PERMIT PULLED	\$280.08
Remit to: VAN NUYS, CA					FYTD: \$280.08
TRICHE, TARA	17410	04/18/2016	APR-2016	INSTRUCTOR SERVICES-DANCE CLASSES	\$1,887.00
Remit to: MORENO VALLEY, CA					FYTD: \$19,546.80
TTG ENGINEERS	228275	04/25/2016	108070	BOX SPRINGS COMMUNICATION TOWER-DESIGN	\$3,000.00
Remit to: PASADENA, CA					FYTD: \$21,111.20
TUKES, JOSHUA	17411	04/18/2016	APR-2016	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASS	\$105.60
Remit to: MORENO VALLEY, CA					FYTD: \$1,298.40
U.S. HEALTHWORKS MEDICAL GROUP	17412	04/18/2016	2818337-CA	PRE-EMPLOYMENT PHYSICAL EXAM/DRUG SCREENING	\$292.00
Remit to: VALENCIA, CA					FYTD: \$10,551.26
U.S. POSTAL SERVICE	228113	04/04/2016	SUMMER 2016	PERMIT #153-DEPOSIT FOR POSTAGE TO MAIL RECREATION GUIDES	\$9,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$46,329.82

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ULTRASERV AUTOMATED SERVICES, LLC	228104	04/04/2016	3590:035295	COFFEE SVC. SUPPLIES-ANIMAL SHELTER	\$1,443.50	
		04/04/2016	3590:035022	COFFEE SVC. SUPPLIES-CITY YARD		
		04/04/2016	3590:035299	COFFEE SVC. SUPPLIES-CITY HALL/BREAKROOM LOCATION		
		04/04/2016	3590:035024	COFFEE SVC. SUPPLIES-CONFERENCE & REC. CENTER		
		04/04/2016	3590:035297	COFFEE SVC. SUPPLIES-CITY YARD		
		04/04/2016	3590:035026	COFFEE SVC. SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION		
		04/04/2016	3590:035028	COFFEE SVC. SUPPLIES-ANNEX #1		
		228159	04/11/2016	3590:035557	COFFEE SVC. SUPPLIES-CITY HALL	\$587.75
		04/11/2016	3590:035553	COFFEE SVC. SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION		
		04/11/2016	3590:035547	COFFEE SVC. SUPPLIES-CITY HALL/BREAKROOM LOCATION		
		04/11/2016	3590:035555	COFFEE SVC. SUPPLIES-CITY YARD		
		228276	04/25/2016	3590:035549	COFFEE SVC. SUPPLIES-CONFERENCE & REC. CENTER	\$678.30
		04/25/2016	3590:036117	COFFEE SVC. SUPPLIES-CITY YARD		
		04/25/2016	3590:036115	COFFEE SVC. SUPPLIES-ANIMAL SHELTER		
		04/25/2016	3590:035800	COFFEE SVC. SUPPLIES-ANNEX #1		
04/25/2016	3590:035802	COFFEE SVC. SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION				
04/25/2016	3590:035551	COFFEE SVC. SUPPLIES-ANNEX #1				

Remit to: COSTA MESA, CA

FYTD: \$28,123.94

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UNDERGROUND SERVICE ALERT	17332	04/04/2016	220160453(c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-FEB16	\$214.88
		04/04/2016	220160453(d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-FEB16	
		04/04/2016	220160453(b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-FEB16	
	17360	04/11/2016	220160453(a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-FEB16	\$71.62
	17470	04/25/2016	320160466(d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAR16	\$243.00
		04/25/2016	320160466(c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAR16	
		04/25/2016	320160466(b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAR16	
		04/25/2016	320160466(a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAR16	
Remit to: CORONA, CA					FYTD: \$3,277.50
UNION BANK OF CALIFORNIA 1	228277	04/25/2016	974631	INVESTMENT CUSTODIAL SERVICES-MAR16	\$364.67
Remit to: LOS ANGELES, CA					FYTD: \$5,621.05
UNITED ROTARY BRUSH CORP	17333	04/04/2016	289421	STREET SWEEPER BROOM KITS/RECONDITIONING	\$1,525.52
		04/04/2016	289314	STREET SWEEPER BROOM KITS/RECONDITIONING	
	17413	04/18/2016	289814	STREET SWEEPER BROOM KITS/RECONDITIONING-NET OF 2.5% DISCOUNT	\$1,929.69
		04/18/2016	289711	STREET SWEEPER BROOM KITS/RECONDITIONING-NET OF 2.5% DISCOUNT	
17471	04/25/2016	289896	STREET SWEEPER BROOM KITS/RECONDITIONING-NET OF 2.5% DISCOUNT	\$753.80	
Remit to: KANSAS CITY, MO					FYTD: \$36,011.32
UNITED SITE SERVICES OF CA, INC.	17361	04/11/2016	114-3882449	FENCE RENTAL AT ANIMAL SHELTER	\$106.65
Remit to: EL MONTE, CA					FYTD: \$7,169.31
UNITED STATES VETERANS INITIATIVE	228281	04/25/2016	4/29/16 EVENT	REGISTRATION-WE REMEMBER: A NIGHT FOR VETERANS-MAYOR PRO TEM GIBA	\$75.00
Remit to: MARCH ARB, CA					FYTD: \$1,607.03

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US FOODS	228177	04/11/2016	CK#4960711	PAYMENT ISSUED TO CITY IN ERROR	\$102.96
Remit to: TEMPE, AZ					<u>FYTD:</u> \$102.96
USA MOBILITY/ARCH WIRELESS	17362	04/11/2016	Z6218870C	PAGER SERVICE FOR ON-CALL TRAFFIC SIGNAL MAINT. STAFF	\$4.69
	17414	04/18/2016	Z6218870D	PAGER SERVICE FOR ON-CALL TRAFFIC SIGNAL MAINT. STAFF	\$4.69
Remit to: SPRINGFIELD, VA					<u>FYTD:</u> \$47.75
VACATE TERMITES & PEST ELIMINATION COMPANY	17363	04/11/2016	63997	RODENT CONTROL SERVICES-CELEBRATION PARK	\$1,192.50
		04/11/2016	64002	RODENT CONTROL SERVICES-EDISON EASEMENT PARK	
		04/11/2016	64003	RODENT CONTROL SERVICES-EL POTRERO PARK	
		04/11/2016	64004	RODENT CONTROL SERVICES-CONFERENCE & REC. CENTER	
		04/11/2016	63996	RODENT CONTROL SERVICES-MARCH FIELD/SKATE PARK	
		04/11/2016	64006	RODENT CONTROL SERVICES-ELECTRICAL SUBSTATION	
		04/11/2016	64265	PEST CONTROL SERVICE-CELEBRATION PARK (RESTROOM)	
		04/11/2016	63998	RODENT CONTROL SERVICES-COTTONWOOD GOLF CENTER	
		04/11/2016	64266	PEST CONTROL SERVICE-MARCH FIELD/SKATE PARK	
		04/11/2016	64270	PEST CONTROL SERVICE-MORRISON PARK (SNACK BAR)	
		04/11/2016	64271	PEST CONTROL SERVICE-SUNNYMEAD PARK	
		04/11/2016	63999	RODENT CONTROL SERVICES-MORRISON PARK	
		04/11/2016	63995	RODENT CONTROL SERVICES-SUNNYMEAD PARK	
		04/11/2016	64001	RODENT CONTROL SERVICES-SHADOW MOUNTAIN PARK	
		04/11/2016	64000	RODENT CONTROL SERVICES-EQUESTRIAN CENTER	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$24,330.00
VAL VERDE UNIFIED SCHOOL DISTRICT	228278	04/25/2016	J2230	TEAM APPAREL FOR SPORTS PROGRAM-FLAG FOOTBALL	\$3,450.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$13,228.50

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VALLEY WIDE TOWING, LLC	228279	04/25/2016	1756	TOWING & STORAGE CHARGES FOR MVPD EVIDENCE HOLD	\$500.00
		04/25/2016	1767	TOWING & STORAGE CHARGES FOR MVPD EVIDENCE HOLD	
Remit to: MORENO VALLEY, CA					FYTD: \$1,300.00
VARIABLE SPEEDS SOLUTIONS INC	17472	04/25/2016	13654	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN06-MF	\$2,090.00
		04/25/2016	13655	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN06-MF	
		04/25/2016	13611	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN01-TG	
		04/25/2016	13610	PUMP PREVENTIVE MAINTENANCE-ZONE D	
		04/25/2016	13612	PUMP PREVENTIVE MAINTENANCE-ZONE D	
		04/25/2016	13656	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN04-MVRE	
		04/25/2016	13659	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN05-SR	
		04/25/2016	13658	PUMP PREVENTIVE MAINTENANCE-SD LMD ZN01-TG	
		04/25/2016	13657	PUMP PREVENTIVE MAINTENANCE-ZONE D	
		04/25/2016	13661	PUMP PREVENTIVE MAINTENANCE-ZONE D	
		04/25/2016	13653	PUMP PREVENTIVE MAINTENANCE-ZONE D	
Remit to: HUNTINGTON BEACH, CA					FYTD: \$7,690.00
VERIZON WIRELESS	228105	04/04/2016	9761968559	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	\$166.50
Remit to: DALLAS, TX					FYTD: \$1,487.55
VILLA, DENISSE	228307	04/25/2016	1349036	REFUND FOR LACK OF REGISTRATION IN CLASS	\$92.00
Remit to: LAKE ELSINORE, CA					FYTD: \$92.00
VILLAGE NURSERIES WHOLESAL, LLC	17473	04/25/2016	2002704152	PLANTS FOR CITY PARKS	\$72.90
	228160	04/11/2016	2002704154	PLANT MATERIALS FOR CITY PARKS	\$540.00
Remit to: ORANGE, CA					FYTD: \$3,128.03

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VISION SERVICE PLAN	17335	04/04/2016	160401	EMPLOYEE VISION INSURANCE	\$4,063.55
Remit to: SAN FRANCISCO, CA					FYTD: \$40,040.88
VOYAGER FLEET SYSTEM, INC.	17416	04/18/2016	869336602613	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$1,026.59
	17474	04/25/2016	869211615613	CNG FUEL PURCHASES	\$1,325.93
Remit to: HOUSTON, TX					FYTD: \$33,716.71
VULCAN MATERIALS CO, INC.	17475	04/25/2016	71078025	ASPHALTIC MATERIALS	\$3,205.96
		04/25/2016	71085335	ASPHALTIC MATERIALS	
		04/25/2016	71094982	ASPHALTIC MATERIALS	
		04/25/2016	71085336	ASPHALTIC MATERIALS	
		04/25/2016	71082088	ASPHALTIC MATERIALS	
		04/25/2016	71078024	ASPHALTIC MATERIALS	
		04/25/2016	71091423	ASPHALTIC MATERIALS	
		04/25/2016	71088556	ASPHALTIC MATERIALS	
		04/25/2016	71099456	ASPHALTIC MATERIALS	
		04/25/2016	71093363	ASPHALTIC MATERIALS	
		04/25/2016	71091422	ASPHALTIC MATERIALS	
		04/25/2016	71085334	ASPHALTIC MATERIALS	
		04/25/2016	71097319	ASPHALTIC MATERIALS	
		04/25/2016	71073359	ASPHALTIC MATERIALS	
		04/25/2016	71075364	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$37,681.14
VUONG, TOM	228308	04/25/2016	MV2150904012	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: MORENO VALLEY, CA					FYTD: \$115.00

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WEERASEKERA, GIHAN	228241	04/18/2016	1344312	REFUND CHARGED NON-RESIDENT FEE	\$58.00
Remit to: MORENO VALLEY, CA					FYTD: \$58.00
WEST COAST ARBORISTS, INC.	17364	04/11/2016	113491	TREE TRIMMING/REMOVAL SERVICES-SD LMD ZN 02	\$14,367.00
		04/11/2016	113791	TREE TRIMMING SERVICES-ZONE S	
Remit to: ANAHEIM, CA					FYTD: \$51,642.00
WESTERN MUNICIPAL WATER DISTRICT	228280	04/25/2016	23866-018292/MR6	WATER CHARGES-SKATE PARK	\$974.98
		04/25/2016	23821-018257/MR6	WATER CHARGES-MARCH FIELD PARK COMM. CTR. LANDSCAPE	
		04/25/2016	24753-018620/MR6	WATER CHARGES-MARB BALLFIELDS	
		04/25/2016	23821-018258/MR6	WATER CHARGES-MARCH FIELD PARK COMM. CTR. BLDG. 938	
Remit to: ARTESIA, CA					FYTD: \$21,806.14
WESTERN RENEWABLE ENERGY GENERATION	228106	04/04/2016	26584	ANNUAL MEMBERSHIP FEE	\$675.00
Remit to: SALT LAKE, UT					FYTD: \$675.00
WILLDAN FINANCIAL SERVICES	17336	04/04/2016	010-30382	ARBITRAGE REBATE SERVICES-REFUNDING 2014	\$1,500.00
	17417	04/18/2016	010-30471	2015 DIF STUDY SERVICES THROUGH FEB. 26, 2016	\$2,000.00
	17477	04/25/2016	010-30404	CONTINUING BOND DISCLOSURE SVCS	\$4,405.00
Remit to: TEMECULA, CA					FYTD: \$69,934.00
WILLIAMS, ZANE	228135	04/04/2016	MVU 7008774-02	SOLAR INCENTIVE REBATE	\$4,100.00
Remit to: MORENO VALLEY, CA					FYTD: \$4,100.00
WILLIS, ROBERT H	228107	04/04/2016	032416	SPORTS OFFICIATING SERVICES-SOFTBALL	\$63.00
Remit to: PERRIS, CA					FYTD: \$2,037.00

Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



City of Moreno Valley
Payment Register
For Period 4/1/2016 through 4/30/2016

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WYDLER, ARTHUR	228309	04/25/2016	R16-096391	ANIMAL SVCS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: YUMA, AZ					FYTD: \$75.00
XEROX CAPITAL SERVICES, LLC	17365	04/11/2016	084067527	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.-MAR16	\$904.78
		04/11/2016	084067528	COPIER LEASE FOR GRAPHICS DEPT.-APR16	
	17478	04/25/2016	084067530	COPIER LEASE FOR PARKS DEPT.-MAR16	\$1,642.18
		04/25/2016	084067529	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.-MAR16	
Remit to: PASADENA, CA					FYTD: \$27,254.46
XEROX FINANCIAL SERVICES LLC	17479	04/25/2016	499386	EDD COLOR COPIER LEASE 3/15-4/14/16	\$197.60
Remit to: DALLAS, TX					FYTD: \$6,177.98
TOTAL CHECKS UNDER \$25,000					\$1,113,723.75
GRAND TOTAL					\$12,853,312.73

Attachment: April 2016 Payment Register (2113 : PAYMENT REGISTER - APRIL 2016)



Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 5, 2016

TITLE: APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PERCEPTIVE ENTERPRISES, INC. FOR THE DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Professional Consultant Services with Perceptive Enterprises, Inc., to provide Disadvantaged Business Enterprise (DBE) Program services for U.S. Department of Transportation funded Capital Improvement Plan projects.
2. Authorize the City Manager to execute the agreement for Professional Consultant Services with Perceptive Enterprises, Inc.
3. Authorize the issuance of a purchase order to Perceptive Enterprises, Inc. in the amount of \$61,210 when the Agreement has been signed by all parties.
4. Authorize the City Manager to execute up to three (3) Amendments to the Agreement for a not-to-exceed amount of \$70,000 for each amendment.

SUMMARY

This report recommends approval of an agreement with Perceptive Enterprises, Inc. for professional consultant services to provide DBE Program services for U.S. Department of Transportation (DOT) funded projects. DOT requires compliance with the DBE Program as a condition to receive federal funding on transportation projects.

DISCUSSION

The City of Moreno Valley established a DBE program in February 2001 in accordance with Title 49 Code of Federal Regulations, Part 26: Participation by Disadvantaged Business Enterprise in Department of Transportation (DOT) Financial Assistance Programs. It is the policy of the City of Moreno Valley to ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contracts.

On February 17, 2016, the Notice Inviting Proposals and Request for Proposals (RFP) for Professional Consultant DBE services were sent to all the consultants on the City’s list, posted on the City’s website, and advertised in the Press-Enterprise. The City received two (2) proposals in response to the RFP. A Selection Committee, comprised of City staff, reviewed and rated all proposals according to the consultant’s ability to complete the program requirements. Following negotiations on scope of services and fees, Perceptive Enterprises, Inc. was selected as the most qualified consultant for this program as the firm demonstrates a very thorough understanding of the work and presents an ability to provide the required services on time and within budget.

The City receives federal financial assistance for several transportation projects annually. The consultant is responsible for: the development of DBE contract-specific goals; documentation of research and methodology; the review of bidding documents, RFP language and DBE forms to ensure inclusion of DBE Program elements and updated contractual requirements; the development a comprehensive outreach plan and strategy to promote the City and its federally-funded transportation projects to qualified DBEs; attendance at pre-bid and pre-proposal meetings to present DBE Program overview, submittal requirements, and Good Faith Effort criteria; and the review of Certified Payrolls to ensure compliance with Davis-Bacon Prevailing Wage requirements.

ALTERNATIVES

1. Approve and authorize the recommended action presented in this staff report. *Staff recommends this alternative since it provides for the timely implementation of DBE Program services for Fiscal Year 2016-2017.*

2. Do not approve and authorize the recommended action as presented in this staff report. *Staff does not recommend this alternative as it would delay the timely implementation of DBE Program services for Fiscal Year 2016-2017.*

FISCAL IMPACT

The Disadvantaged Business Enterprise Program is funded by the Measure A Fund. There is no impact to the General Fund.

ADOPTED BUDGET – FISCAL YEAR 2016-2017

Measure A Admin Budget	
Account 2001-70-77-45230	\$244,400
Total	\$244,400

ESTIMATED PROGRAM RELATED COSTS

Perceptive Enterprises, Inc.	\$61,210
City Staff	<u>\$3,000</u>
Total	\$64,210

PREPARATION OF STAFF REPORT

Prepared By:
Linda Wilson
Senior Management Analyst

Department Head Approval:
Ahmad R. Ansari
Public Works Director/City Engineer

Concurred By:
Sherry Nour
Interim Capital Projects Division Manager

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

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.

ATTACHMENTS

1. Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/15/16 11:59 AM
City Attorney Approval	<u>✓ Approved</u>	6/21/16 12:14 PM
City Manager Approval	<u>✓ Approved</u>	6/22/16 6:42 PM

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Perceptive Enterprises, 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 "A" (City's Request for Proposal) and Exhibit "B" (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:

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

DESCRIPTION OF PROJECT

1. The project is described as professional consultant services for:

Disadvantaged Business Enterprise Program

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached 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 Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$61,210** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TERM OF AGREEMENT

5. This agreement will terminate on **June 30, 2017** unless the termination date is extended by an amendment to the agreement.

TIME FOR PERFORMANCE

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

7. 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

are not considered to be beyond the Consultant's reasonable control.

8. (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

9. 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.

10. 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 Project.

11. 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.

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

13. (a) The Consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority (MVHA), 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, MVHA, 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, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to 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, MVHA 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.

14. (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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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:

GENERAL LIABILITY

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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES**

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, MVHA 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 Moreno Valley Housing Authority of the City of Moreno Valley, and the Moreno Valley Community Services District, their 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 Moreno Valley Housing Authority 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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 Housing Authority of the City of Moreno Valley, 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 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.

15. 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.

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

17. (a) The Consultant shall deliver to the Public Works Director/City Engineer of

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

18. (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. The City shall pay the Consultant 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.

19. 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

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

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

21. 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.

22. 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.

23. 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.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

24. 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.

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

26. 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.

SIGNATURE PAGE FOLLOWS

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

City of Moreno Valley

Perceptive Enterprises, Inc.

BY: _____
City Manager

Date

BY: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

- Attachments:
- Exhibit "A" – City's Request for Proposal
 - Exhibit "B" – Consultant's Proposal
 - Exhibit "C" – City's Responsibility
 - Exhibit "D" – Terms of Payment

Exhibit "A"

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT SERVICES
FOR THE DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

I. INVITATION

The City of Moreno Valley is requesting for proposals (RFP) to obtain Professional Consultant Services associated with the Disadvantaged Business Enterprise (DBE) Program.

Interested parties may register and download copies of the RFP package and submit proposals electronically (in PDF format) via the City's online bidding system located at <http://www.planetbids.com/portal/portal.cfm?CompanyID=24660>.

To download the RFP package and submit proposals, proposers will be required to pay an online usage download fee of \$10.00. All documents associated with this RFP will be downloadable after the fee has been paid. Once the prospective proposer downloads any documents, that proposer's name will appear on the Prospective Proposer/Bidder List.

Proposals will be accepted until **5:00 pm on March 24, 2016**.

Proposers are solely responsible for "on time" submission of their proposals online. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp. Transmission of proposals by any other means will not be accepted. Proposers shall be solely responsible for familiarize themselves with online bidding system in order to properly utilize of the proposal management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service to successfully submit their proposals. Failure of the proposers to successfully submit electronic proposals shall be at the proposers' sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's Capital Projects Division at (951) 413-3130. Neither the City nor PlanetBids makes any guarantee as to the timely availability of assistance or any assurance that any given problem will be resolved by the proposal submission deadline.

All questions regarding this RFP must be submitted through the vendor portal noted above and must be submitted no later than ten (10) business days prior to the submission deadline.

Proposers shall provide a separate electronic file for their technical proposal and cost proposal.

II. PROJECT DESCRIPTION

The City of Moreno Valley has established a DBE program in accordance with Title 49 Code of Federal Regulations, Part 26: Participation by Disadvantaged Business Enterprise in Department of Transportation (DOT) Financial Assistance Programs.

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT DBE SERVICES

Enterprise in Department of Transportation (DOT) Financial Assistance Programs.

It is the policy of the City of Moreno Valley to ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contracts.

III. SCOPE OF WORK

The City of Moreno Valley receives federal financial assistance for several transportation projects annually. Although the number of awards received is variable, the preparation of a cost proposal for the required scope of work should estimate providing DBE services for five (5) federal-aid projects.

The Consultant is required, but not limited, to:

- A. Develop DBE contract-specific goals.
- B. Document research and methodology.
- C. Review bid specifications, RFP language and DBE forms to ensure inclusion of DBE Program elements and updated contractual requirements.
- D. Develop a comprehensive outreach plan and strategy to promote the City and its federally-funded transportation projects to qualified DBEs.
- E. Attendance at pre-bid and pre-proposal meetings to present DBE Program overview, submittal requirements and Good Faith Effort criteria.

V. PROJECT DELIVERABLES

The Consultant will be required to provide the following products in performance of the contract.

- A. Contract specific DBE goals for federally-funded transportation projects.
- B. Documentation of research and methodology.
- C. Documentation of outreach activities.

VI. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.

**REQUEST FOR PROPOSAL FOR
PROFESSIONAL CONSULTANT DBE SERVICES**

- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedence over this RFP.
- E. A statement of professional qualifications and experience in developing DBE contract specific goals, and developing and conducting outreach activities. Include the names, qualifications and proposed duties of the Consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns.
- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change the sub-consultant without written permission from the City.
- H. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- I. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described herein must be submitted in a separate file, entitled Cost file, as part of your Proposal submittal. All extra work will require prior approval from the City.

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT DBE SERVICES

- J. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- K. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- L. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- M. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- N. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- O. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
- P. Complete Disclosure of Lobbying Activities (Exhibit 10Q).

VII. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

- A. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
- B. The consultant shall be required to obtain a City business license for the duration of the active contract period.

VIII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT DBE SERVICES

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms with the Proposal.

IX. PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed Fixed Fee."
- B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will pay the Consultant for work completed as identified in the Payment Schedule.
- E. Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.
- F. Sub-categorization of tasks is permitted to better define the task for payment.
- G. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."
- H. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- I. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- J. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- K. Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

X. INSURANCE

- A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT DBE 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.

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A 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 Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its 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 Housing Authority, and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

- F. 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.
- G. 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 limits and coverage's 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 Agency, 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 amount established.

XI. INDEMNIFICATION

- A. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT DBE SERVICES

including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

- 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, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to 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, MVHA, 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 sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

XII. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XIII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT DBE SERVICES

XIV. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XV. GENERAL CONDITIONS

A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XVI. SELECTION CRITERIA

The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services in an efficient and expeditious manner.

B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/knowledge of the proposed Project Manager and other key personnel.

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTANT DBE SERVICES

- C. Project Approach/Understanding (40 points) – Understanding of project, discussion of major issues identified on the project and how the Consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget.

XVI ATTACHMENTS

Attachment "A" - City Standard Agreement for Professional Consultant Services

Attachment "B" - Disclosure of Lobbying Activities

Attachment "C" - List of Subconsultants

Attachment "D" - Statement of Economic Interests

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ATTACHMENT "A"

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES WITH CONSULTANT NAME FOR THE PROJECT NAME/TITLE
PROJECT NO. _____**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and _____, a (California corporation, partnership, sole ownership) 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 professional 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 A (City's Request for Proposal) and Exhibit B (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, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

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

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DESCRIPTION OF PROJECT

1. The Project is described as _____.

Project No. _____.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit B attached 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 Exhibit C attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$_____ in accordance with the payment terms provided on Exhibit D attached 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 Exhibit A in accordance with the schedule set forth in Exhibit "___" attached hereto and incorporated by this reference.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through _____, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project

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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

9. 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.

10. 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 Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

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

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing

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and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin,

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ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit E or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

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(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

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(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

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 _____ (Example: Public Works Director/City Engineer 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, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product

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produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. 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. The City shall pay the Consultant 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. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by

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appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

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 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

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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. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its

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subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

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(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, 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 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

Insert Contractor/Consultant Name

BY: _____
Mayor/City Manager/Chief Financial Officer

Date

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

BY: _____

Name: _____

TITLE: _____

(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

RECOMMENDED FOR APPROVAL:

Chief Financial Officer/City Treasurer
(if CDBG funds)

Date

EXHIBIT C

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.

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$_____.
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 City. Any invoice not paid 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.moreno-valley.ca.us/edd/business-license.shtml>.
3. The Consultant will electronically submit an invoice to the City along with documentation evidencing services completed to date as specified in the Request for Proposal. Progress payments will be made in accordance with the payment schedule outlined in the Request for Proposal, but in no case will progress payments be made to the Consultant more frequently than once per month. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at TechInfo-CapProj@moval.org
Accounts Payable questions can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization

form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

EXHIBIT E**INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

ATTACHMENT "B"

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action: a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type: a. initial
 b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity
 Prime Subawardee
Tier _____, if known
Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:
CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
\$ _____ actual planned

13. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:
(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes No

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

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Federal Use Only:

Standard Form LLL Rev. 04-28-06

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INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

ATTACHMENT "C"

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		

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PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

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Proposal for Professional Consultant Services for the Disadvantaged Business Enterprise Program

City of Moreno Valley

March 24, 2016



March 24, 2016

Ms. Angelic Davis
Management Analyst
Public Works
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

RE: REQUEST FOR PROPOSAL (RFP) FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SERVICES

Ms. Davis:

Perceptive Enterprises, Inc. (PEI) is a proven and reputable professional consultancy that develops and administers various social, economic, diversity-based, and community-based programs to meet local, State, and federal regulations applicable to public design and construction projects. PEI started in 1994 providing Small Business Program and Community Outreach services, and we are a certified Small Business Enterprise and Disadvantaged Business Enterprise.

My background consists of skills and experience directly applicable to the administration of the City's Department of Transportation (DOT) financially-assisted projects. I began my career in Southern California as a DBE Program Representative for the Southern California Rapid Transit District (currently Metro) in 1988, which gives me 27+ years of DOT DBE Program experience. Over the years, I have trained many PEI and client staff on the often changing DBE program requirements.

In addition to several changes to DBE goal-setting methodology, Caltrans initiated a DBE Contract Goals and Good Faith Efforts (GFE) Pilot Study on September 14, 2014 (Division of Local Assistance Office Bulletin 14-06). This Study required Caltrans to do a more in-depth review and approval of DBE Contract Goals, and if projects are awarded basis of a Good Faith Effort, Caltrans will also review the bidder's/proposer's GFE and provide feedback for construction contracts over \$2,000,000 and professional service contracts over \$500,000. This Study was initiated due to findings that agency's consistently awarded contracts to the low bidder regardless of the adequacy of the GFE.

The Office of Policy Development and Quality Assurance (OPDQA) will perform an independent review of the goal calculation and return it to the Division of Local Assistance (DLA) either confirming or revising the agency's contract goal. This process takes a minimum of 15 days. The OPDQA will also review the GFE for applicable projects prior to awarding a contract and share their findings with the agency. Caltrans has determined that the Pilot Study is effective and in DLA Office Bulletin 14-06 was extended for another year at which time the policies may become permanent. Needless to say, it is critically important now more than ever to engage an experienced DBE Program professional to avoid delays and possible loss of funding.

As the City's DBE Program Consultant for the past few years, I always look forward to providing quick response, personal attention, and professional expertise to ensure the City receives the best services. Thank you for the opportunity to present this proposal. If you have any questions, please contact me at 323-254-5000 (office), 213-300-6142 (mobile), or j.adams@perceptivelcp.com.

Cordially,

A handwritten signature in blue ink that reads "J. Adams". The signature is written in a cursive style with a large, stylized initial "J".

Joseph C. Adams
President

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 Attachment 1 – Resume

 Attachment 2 – Certifications

Proposal Statements

- A. PEI shall incorporate in its entirety as part of the Perceptive Enterprises, Inc.'s Proposal.
- B. This RFP and PEI's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by PEI and the Mayor or City Manager of Moreno Valley.
- C. PEI's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in our Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. PEI does not have any "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL".

E. Statement of Qualifications

Perceptive Enterprises, Inc. (PEI) was formed as a sole proprietorship by Joseph Adams in 1994 and incorporated in the State of California in 1999. PEI's main office is located in Los Angeles, California. Our service area spans all of California. We offer Joseph Adams for this engagement. Mr. Adams has extensive experience related to the services requested in this RFP. His resume with detailed qualifications and experience are found in **Attachment 1**.

AREAS OF SPECIALIZATION

Small Business Enterprise (SBE) and Diversity-Based Program Development/Administration: Includes the development of strategies for small, local, minority-owned, woman-owned, disabled veteran-owned, and local business participation on public agency contracts and procurements; detailed program implementation plans, policies, procedures, and operational guidelines; evaluation of existing programs to meet regulatory mandates; industry-specific target group marketing; business/community diversity studies; identification of certified SBE/MBE/WBE/DVBE/LBE firms; referrals to certifying agencies; assistance with the certification process; establishment of Program goals and standards; development of Good Faith Effort (GFE) criteria; evaluation of GFE, bids, and proposals for meeting Program and contractual requirements; development and maintenance of relevant databases; development and execution of cost-effective, targeted outreach strategies to locate a qualified pool of diverse contractors, consultants, vendors, and suppliers; coordination with business resource/business assistance centers (local chambers of commerce, small business development centers, U.S. Small Business Administration, etc.); compliance monitoring via contractor audits, field inspections, and on-site interviews; recommendation of appropriate actions for willful non-compliance; tracking of Program costs and effectiveness; historical research for program justification; development of management/executive/annual reports and stakeholder presentations; staff recruitment and training.

Disadvantaged Business Enterprise (DBE) Program Development/Consulting: Establishment of DBE Programs for FHWA, FAA, and FTA federally-funded construction and design projects in accordance with federal guidelines; detailed implementation plans and program policies and procedures; coordination of required DBE forms; assistance and guidance for implementing changes to DBE Program policy and legal requirements; documentation of research and methodology; review of bid spec/RFP/RFQ language to include Program elements and contractual requirements; proactive contractor/consultant training on DBE Program and contractual responsibilities; development of comprehensive outreach plans and strategies to market client and its projects to qualified DBEs; identification of effective targeted/ethnic, as well as race-neutral, outreach venues to attract/recruit qualified DBEs for agency projects; referrals to certifying agencies; assistance with the certification process; contract monitoring, audits, contractor interviews, and field observations to verify DBE utilization; contract close-out DBE attainment reports; evaluation of existing DBE Programs and audit of clients' DBE procedures and operational guidelines to ensure conformance with 49 CFR Part 26.

Diversity-Based Certification Consulting: Includes research and dissemination of up-to-date information regarding accepted certifications and diversity-based participation programs of major California public agencies; assistance to companies seeking certification designations such as SBA 8(a), Federal HUD Section 3, Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Minority Business Enterprise (MBE), and Woman Business Enterprise (WBE); assessment of applicant's ownership/control, financial information, and employee base; determination of certification(s) for which the applicant is eligible; assistance with certification document preparation; final review of application package prior to submittal of certification application to the proper agency for approval.

Contractor/Workforce Outreach/Referral Services: Includes prime contractor/subcontractor/local workforce outreach and information campaigns to attract a diverse bidder and workforce pool for public agency contracting opportunities; referral services for business assistance, bonding, entrepreneurial training, and financial resources for contractors; referral services for apprenticeship, internship, and job placement for local workforce.

Community Outreach: Includes the development of strategies to gain the participation, support, and involvement of individuals, local residents, communities, schools, businesses, political groups, property owners, ethnic groups, media, and other stakeholders interested in or impacted by the project and/or program; specific, targeted outreach; community relations/liaison services; stakeholder outreach and information campaigns; community presentations; grass-roots, door-to-door interview campaigns; community meetings; surveys and solicitation of community feedback; coordination with elected officials, project area residents, local Chambers of Commerce, community organizations, business associations, etc.; development of all collateral materials; narrative and statistical reports on program progress, results, and justification; presentations to Boards of Trustees, Commissioners, City Council members, etc.

Relevant Experience

City of Moreno Valley Disadvantaged Business Enterprise Program Consultant Services – October 2008 to present, Moreno Valley, CA. Staff: Joseph Adams

Ms. Linda Wilson, Sr. Management Analyst
Capital Projects Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
(951) 413-3132 phone
(951) 413-3170 fax
lindawi@moval.org

City of Long Beach Disadvantaged Business Enterprise (DBE) Program Consulting Services, July 2006 to present, Long Beach, CA. PEI serves as the City of Long Beach's DBE Program Consultant, to ascertain compliance with all federally-assisted construction project regulations and to meet the guidelines established in 49 CFR Part 26. As requested, PEI reviews IFB/RFP language; ensures the inclusion of accurate DBE Program language, forms, and contractual requirements; develops contract-specific DBE goals for federally-assisted FHWA and FAA projects; and, assists the City with outreach activities when requested. Staff: Joseph Adams

Recent Projects: E. 20th St., Walnut Ave., and Alamitos Ave. Intersection Improvements
Bellflower Blvd. Improvement between Pacific Coast Highway and Atherton St.
Bike Share Program
Bixby Road Improvement between Atlantic Ave. and Orange Ave.
Annual Street Resurfacing Program
Construction Management and Material Testing Services
On-Call Street and Bridge Design Services
On-Call Engineering Services
Low Flow Diversion and Vortex Separation Systems
Daisy Avenue Bike Boulevard
E. 6th Street Bike Boulevard

Ms. Stephanie Eaves
 City of Long Beach
 Department of Financial Management
 Business Relations Bureau
 333 W. Ocean Blvd, 7th Floor
 Long Beach, CA 90802
 (562) 570-6037
 (562) 570-5099 Fax
stephanie.eaves@longbeach.gov

City of Palmdale Disadvantaged Business Enterprise Program Consultant – April 2004 to 2012, Palmdale, CA. PEI assists the City of Palmdale in maintaining its DBE Program to comply with all federally assisted construction project regulations and to meet the guidelines established in 49 CFR Part 26. PEI prepares the City's Annual Anticipated DBE Participation Level and determines the DBE and UDBE goals for individual projects. As part of the process, PEI meets with Public Works staff to gather information each year in preparation for determining the AADPL. Data collected includes previous DBE goal attainment, project information, updated bidder's list, DBE firms in the area, scopes of work, construction dollar amounts. This information is utilized to establish the applicable North American Industrial Classification Codes (NAICS) for the work to use in the calculations to determine the annual DBE goal, and project-specific DBE and UDBE goals. Staff: Joseph Adams.

City of Long Beach Disadvantaged Business Enterprise (DBE) Program Internal Audit – July 2006 to September 2006. Long Beach, CA. The City of Long Beach (City) contracted with Perceptive Enterprises, Inc. to provide an audit of the City's Disadvantaged Business Enterprise (DBE) Program as it relates to Public Works Construction Projects. Perceptive Enterprises, Inc. (PEI) performed the audit in accordance with general federal protocols, and guidelines contained in the State of California Department of Transportation (Caltrans) Local Assistance Program Manual (LAPM). The audit covered the period from July 1, 2003 to June 30, 2006, and focused primarily on internal control and maintenance of records for the DBE Program within the City's Public Works Department. The City requested the audit to determine the level of compliance with DBE regulations and guidelines as required by the Federal Highway Administration (FHWA) and the Federal Aviation Administration (FAA). The Audit consisted of the following:

- Entrance conference
- Review of FHWA-assisted and FAA-assisted records and project files from July 1, 2003 to June 30, 2006, including DBE goals established, outreach activities, monitoring, and final DBE utilization
- Audit of DBE Program contract language
- Employee/supervisor interviews
- Analysis of the City's organizational structure as it relates to the DBE Program
- Review of the City's DBE Liaison's role and responsibilities
- Identification of possible issues/inefficiencies/incomplete information
- Recommendations report
- Exit conference

Staff: Joseph Adams

Los Angeles Community College District (LACCD) Proposition A/AA Bond Program Business Outreach Consultant – March 2007 to May 2010. PEI assisted LACCD with its Business Outreach Program for the District's \$3 billion Proposition A/AA Bond Construction, Repair, and Modernization Program. PEI's responsibilities included: conducting targeted outreach to maximize the participation of Local, Small, Emerging,

and Disabled Veteran (L/S/E/DV) business enterprises on Proposition A/AA projects; attending pre-bid and post-award meetings to present outreach requirements to contractors; evaluating bid documents for L/S/E/DV participation; evaluating proposals for good faith efforts for meeting small and local business contract goals; verifying compliance by maintaining reports of funds allocated to L/S/E/DV prime and subcontractors; participating in contractor/consultant mentoring/training programs; attending and/or making public presentations at the District's Small Business Boot Camp, estimating classes, and other education programs; composing/distributing collateral materials; assisting with the planning, implementation, and execution of external outreach events and other networking sessions; assisting with the management of the District's online database; running various database reports; responding to vendor inquiries regarding the database and L/S/E/DV participation requirements; tracking L/S/E/DV business participation and preparing statistical reports for the client.

Port of Long Beach Small Business Enterprises (SBE)/Very Small Business Enterprises (VSBE) Program Management, Support, Outreach, and Compliance – December 2004 to December 2009. In December 2004, PEI was awarded a contract with the Port of Long Beach to develop and administer a Small Business Enterprises (SBE)/Very Small Business Enterprises (VSBE) Program for the Port's Development Bureau, in support of their annual capital improvement initiatives. Due to the Program's overwhelming success during its first year of operation, the Board of Harbor Commissioners voted to expand the Program Port-wide and extend PEI's contract through 2006. In December 2006, PEI won a new, three year Port contract through another competitive bid process. PEI's Port responsibilities included: developing and implementing comprehensive Program policies and procedures; establishing, maintaining, and enforcing SBE/VSBE goals and standards; attending pre-bid, pre-proposal, and pre-construction meetings to present Program elements and contractual requirements to bidders, contractors, and consultants; evaluating bids and proposals for meeting SBE/VSBE and/or good faith effort requirements; conducting targeted, bi-lingual outreach activities throughout Southern California to present the SBE/VSBE Program, educate the public, and recruit qualified businesses; identifying effective outreach venues and representing the Port at outreach/networking forums and other diversity-based events; developing/conducting community/public presentations; establishing professional relationships with the media and providing accurate information for media coverage of the Program; developing and maintaining an online small business and SBE certification database; auditing financial documentation to verify SBE/VSBE eligibility; developing/conducting training seminars to disseminate accurate information about the Program and to train businesses in fulfilling Program compliance and contractual requirements; assisting with compliance efforts to verify proper and full utilization of SBEs/VSBEs to fulfill contractual requirements; recommending appropriate actions for contractor non-compliance; tracking the cost and effectiveness of the Program; advising the Port on Program revisions; and preparing reports and presentations to Port management and the Board of Harbor Commissioners.

Mr. Sashi Muralidharan
Small Business Enterprise Administrator
Finance Division
Port of Long Beach
925 Harbor Plaza
Long Beach, CA 90802
(562) 283-7598
Samural@polb.com

F. Resource Allocation Matrix

Tasks	Project Manager	DBE Analyst	Admin Assistant	Est. Hours per Task
Develop DBE contract-specific goals.	100			100
Document DBE research and goal development methodology.	40	24	16	80
Review bid specifications, RFP language and DBE forms to ensure inclusion of DBE Program elements and updated contractual requirements.	24			24
Develop a comprehensive outreach plan and strategy to promote the City and its federally-funded transportation projects to qualified DBEs.	80	24		104
Participate in pre-bid and pre-proposal conferences to present DBE Program overview, submittal requirements and Good Faith Effort criteria.	30			30
Conduct and document outreach activities performed to promote the City's DBE Program for each project	40		20	60
Provide training for City staff (as requested).	12			12
Total Hours:	326	48	36	410

- G.** Perceptive Enterprises, Inc. does not plan to use any sub-consultants for this assignment.
- H.** Perceptive Enterprises, Inc. will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- I.** The Rate Schedule below is part of Perceptive Enterprises, Inc.'s Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
- Principal-in-Charge - \$125.00
Analyst - \$85.00
Administrative Assistant - \$55.00
- J.** Perceptive Enterprises, Inc. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- K.** Perceptive Enterprises, Inc. shall adhere to all federal laws and regulations notwithstanding any state or local laws and regulations. In a case of conflict between federal, state, or local laws or regulations the strictest shall be adhered to.
- L.** Perceptive Enterprises, Inc. shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- M.** Perceptive Enterprises, Inc. shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7, and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), and amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions", "Federal Prevailing Wage Decision", and State of California prevailing wage rates, respectively.
- N.** Perceptive Enterprises, Inc. shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- O.** Perceptive Enterprises, Inc. offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to Perceptive Enterprises, Inc., without further acknowledgement by the parties.
- P.** PEI submits Exhibit 10Q "Disclosure of Lobbying Activities" with this proposal.

Attachment 1 - Resumes



JOSEPH ADAMS, PRESIDENT

Joseph Adams graduated from Indiana University Purdue University in Fort Wayne, Indiana in 1987 with a Bachelor of Science degree in Personnel Administration. Joseph has over 30 years of contract compliance, program development, and program management experience. He began his career track to success as a Compliance Officer for the City of Fort Wayne, Indiana in 1985. Joseph relocated to Los Angeles in 1988. From 1988 to 1994, he served the Southern California Rapid Transit District (SCRTD), which was subsequently renamed the Los Angeles County Metropolitan Transportation Authority (MTA). At the SCRTD/MTA, Joseph served as a Senior Contract Compliance Representative, Contract Compliance & Equal Employment Opportunity Manager, and Interagency Programs Representative.

Joseph Adams initiated Perceptive Enterprises in 1994, and incorporated the company in 1999. Over the past 22 years, as President of PEI, Joseph has developed, implemented, administered, and directed numerous social, economic, community-based, and diversity-based programs to meet federal, State, and local regulatory mandates. Under his vision and direction, PEI has successfully provided consulting services in areas including Labor Compliance, HUD Section 3 Monitoring, Equal Employment Opportunity/Affirmative Action, Community & Local Workforce Outreach, Local Hiring, and SBE/MBE/WBE/DBE/DVBE Outreach & Compliance Monitoring. PEI's clients include cities, counties, school districts, ports, transportation agencies, non-profit organizations, construction management firms and general contractors.

Joseph Adams Principal-in-Charge

Perceptive Enterprises, Inc

PROFILE

- Accomplished, highly qualified **Principal-in-Charge, Labor Compliance Program Director, and Expert Consultant.**
- Proven record of outstanding performance, quality, customer satisfaction and results in many phases of:
 - Assessments and Evaluations
 - Program Design and Development
 - Program Management and Administration
 - Auditing, Reporting, and Corrective Actions
 - Formulating Policies, Procedures, Manuals
 - Research, Investigations, Payroll Audits, and Interviews
 - Restructuring and Modernizing Deficient Programs
 - Requirement/Concept Definition
 - Cost and Impact Studies/Cost Reductions
 - Implementation and Integration
 - Facilitating State and U.S. DOL Approval
 - Team Building, Training, Development
 - Streamlining and Consolidation
 - Accountability and Record Keeping
- Over two decades of real-world experience developing, implementing, and managing programs tailored to meet regulatory mandates and requirements for organizations of all sizes, such as:
 - Los Angeles Unified School District
 - Los Angeles County Office of Education
 - USC Minority Business Development Center
 - Los Angeles Community College District
 - Port of Long Beach, CA
 - City of Glendale Dept. of Water and Power
 - METRO
 - City of Moreno Valley, CA
 - San Diego Unified School District
 - California State University
 - City of Long Beach, CA
 - California Tax Credit Allocation Committee
 - City of Palmdale, CA
 - Montebello Unified School District
 - U.S. Small Business Administration (SBA)
 - City of Los Angeles Housing Department
- Adept at monitoring construction contractors to identify, document and correct failures to meet prevailing wage regulations established by the State of California Department of Industrial Relations and the U.S. Department of Labor.
- Resourceful problem-solver and troubleshooter. Able to foresee and prevent or quickly resolve program deficiencies or administrative, operational and compliance problems to achieve organizational goals.
- Proactive team motivator and leader by example. Can develop and train cohesive, proficient teams to ensure strict, efficient, cost-effective labor and contract compliance without disrupting operations.

EDUCATION

- **Bachelor of Science Degree** in Personnel Administration, Purdue University, Fort Wayne

HIGHLIGHTS OF ACCOMPLISHMENTS

Perceptive Enterprises, Inc., Los Angeles, CA
President

1994 to Present

- Currently under contract with the City of Long Beach, CA, to provide prevailing wage, Disadvantaged Business Enterprise Program, and HUD Section 3 (CDBG) consulting services for federally-assisted FHWA construction projects.
- Currently under contract with the Cities of Moreno Valley, CA, to provide Disadvantaged Business Enterprise Program consulting to ascertain compliance with federally assisted construction project regulations and 49 CFR Part 26.
-
- Developed and managed a successful labor compliance monitoring, investigation, and consulting program approved by the Department of Industrial Relations as a Third Party Administrator.
- Provided Labor Compliance Staff Augmentation Services to the Los Angeles Unified School District (LAUSD) from 2000 to 2012 for the District's \$20 billion School Construction/Modernization Bond Program.
- Currently under contract with California State University for Labor Compliance Program Consultant services for its Educational Facilities Construction Program statewide.
- Successfully completed a contract with the California Tax Credit Allocation Committee to provide Davis-Bacon Act Compliance Reviews for ARRA funded housing projects (49).
- Built and manage cohesive, stable, and highly competent team of compliance specialists.

Joseph Adams
Principal-in-Charge

Perceptive Enterprises, Inc

HIGHLIGHTS OF ACCOMPLISHMENTS, cont'd.

- Monitor and audit construction contractors to identify, report, and verify correction of failures to meet prevailing wage guidelines established by the State of California Department of Industrial Relations and U.S. Department of Labor.
- Plan and coordinate on-site interviews, research, and audits of certified payroll reports. Ensure strict, yet efficient, cost-effective and productive compliance without disruptions to construction projects.
- Create compliance policies, procedures, sanctions, checklists, and manuals. Identify problems and recommend solutions and/or corrective actions to avoid unfair wage exploitation.
- Developed/monitored LAUSD's Community Outreach Plan. Prepared reports for stakeholders illustrating the success of outreach activities. Assisted LAUSD with negotiations and implementation of its Project Stabilization Agreement (PSA). Advised on PSA language; conducted contractor training/education to ensure conformance with the PSA.
- Designed, implemented, restructured, consulted on, and managed programs relating to labor and contract compliance, EEO, affirmative action, minority and woman-owned disadvantaged small business diversity, economic development, community relations, and outreach. Worked with public and private organizations to develop strategies, policies and procedures and ensure successful program implementation.

Los Angeles County Metropolitan Transportation Authority (MTA)
Interagency Programs Representative

1988 to 1994

- Developed/implemented uniform processes and procedures for M/W/DBE certification to be adopted by other agencies for certification reciprocity.
- Developed Memorandum of Understanding for certification reciprocity. Conducted negotiations that led to an agreement with the Regional Transportation Association of Northern California. Opened discussions with Caltrans and Reciprocity Council agencies to establish reciprocity agreements.

Southern California Rapid Transit District (SCRTD/MTA)
Contract Compliance & Equal Employment Opportunity Manager

1992 to 1994

- Developed, implemented, and monitored program and procedures to ensure that contractors, consultants, vendors, and suppliers observed strict, efficient, cost-effective compliance with DBE, EEO, and labor standards requirements for the \$2.2 billion Metro Rail Red Line construction and systems installation projects.
- Supervised consultant staff for DBE certification, labor compliance, and District Contract Compliance Department staff members. Oversaw comprehensive audits, on-site inspections, and employee interviews to confirm or dispute contractor certified payroll reports containing alleged prevailing wage violations.
- Participated in administrative hearings with State of California if a contractor appealed a prevailing wage violation finding. Prepared fact file and appropriate documentation and testified to obtain favorable rulings. Mitigated prevailing wage disputes between contractors and employees. Calculated back wage settlements.

Attachment 2 - Certifications


Metro

 Los Angeles County
 Metropolitan Transportation Authority

 One Gateway Plaza
 Los Angeles, CA 90012-2952

 213.922.2000 Tel
 metro.net

**CALIFORNIA UNIFIED CERTIFICATION
 PROGRAM**

May 26, 2015

**CUCP #25420
 Metro File # 2204**

 Joseph Adams
 Perceptive Enterprises
 844 Colorado Blvd. Ste. #204
 Los Angeles, California 90041

RE: Disadvantaged Business Enterprise Certification

Dear Mr. Adams:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

NAICS (2007)	Description
541611	Administrative Management and General Management Consulting Services
541820	Public Relations Agencies
541720	Research and Development in the Social Sciences and Humanities (Economic research and development services)

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP's website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,



Marilyn White
Certification Consultant – HSW Services
Diversity & Economic Opportunity Department



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

May 26, 2015

Metro File # 2204

Joseph Adams
Perceptive Enterprises
844 Colorado Blvd. Ste. 204
Los Angeles, California 90041

Re: Small Business Enterprise Certification

Dear Mr. Adams:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS (2007)	Description
541611	Administrative Management and General Management Consulting Services
541820	Public Relations Agencies
541720	Research and Development in the Social Sciences and Humanities (Economic research and development services)

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Any additions and revisions must be submitted to Metro for review and approval.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the renewal application, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Marilyn White
Certification Consultant, HSW Services
Diversity & Economic Opportunity Department

PERCEPTIVE ENTERPRISES, INC. COST PROPOSAL

Classification	Principal-in-Charge	Project Manager	Analyst	Administrative Assistant	Total Estimated Hours		% of All Hours	
	\$125.00	\$0.00	\$85.00	\$55.00				
Activities								
Develop DBE contract-specific goals	100				100	24.39%		
Document DBE research and goal development methodology	40		24	16	80	19.51%		
Review bid specifications, RFP language and DBE forms to ensure inclusion of DBE Program elements and updated contractual requirements.	24				24	5.85%		
Develop a comprehensive outreach plan and strategy to promote the City and its federally-funded transportation projects to qualified DBEs.	80		24		104	25.37%		
Participate in pre-bid and pre-proposal conferences to present DBE Program overview, submittal requirements and Good Faith Effort criteria.	30				30	7.32%		
Conduct and document outreach activities performed to promote the City's DBE Program for each project	40			20	60	14.63%		
Provide training for City staff (as requested).	12				12	2.93%		
<i>(Insert rows above for additional activities)</i>	0				0	0.00%		
Estimated Hours per Classification	326	0	48	36	Total Estimated Hours	410		
% of Estimated Hours Per Classification	79.51%	0.00%	11.71%	8.78%				
Estimated Cost per Classification	\$40,750.00	\$0.00	\$4,080.00	\$1,980.00	Total Estimated Cost	\$46,810.00		

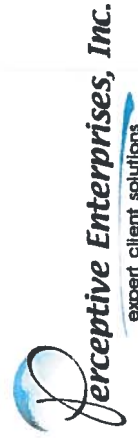
**CITY OF MORENO VALLEY
DAVIS-BACON/PREVAILING WAGE CONSULTANT SERVICES
CAPITAL IMPROVEMENT PLAN FEDERALLY FUNDED PROJECTS**

Attachment: Agreement (2144 : APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT

Cost Proposal						
Estimated Construction Cost	Duration	PEI Role	Billing Rate	# of Hours	% of All Hours	Total Billing
		Principal-in-Charge	\$120.00	12	7.7%	\$1,440.00
\$2,800,000	One Year	Compliance Analyst	\$90.00	144	92.3%	\$12,960.00
Total Labor				156	100.0%	\$14,400.00
Total (Not-to-Exceed)						0.514286

Perceptive Enterprises, Inc.
Davis-Bacon/Prevailing Wage Consultant Services


 Signature _____ Date 5/16/16



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.

EXHIBIT "C"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$61,210**.
2. The Consultant will submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time or tasks performed and materials expended in furnishing authorized professional services during the preceding calendar month. Monthly invoices will specifically identify job title, person-hours and costs incurred by each task. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final.
3. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of completing the referenced milestones as determined by the City.
4. Any payment request determined not to be a proper payment request suitable for payment may be returned as soon as seven calendar days, after receipt, specifying the reasons that the payment request is not a proper payment request.

EXHIBIT "D"



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: July 5, 2016

TITLE: APPROVE RESOLUTION 2016-53 AND RESOLUTION 2016-54 CONSENTING TO THE INCLUSION OF INCORPORATED PROPERTIES IN THE CITY OF MORENO VALLEY INTO THE CALIFORNIA HOME FINANCE AUTHORITY (CHFA) DOING BUSINESS AS GOLDEN STATE FINANCING AUTHORITY (GSFA) PACE PROGRAMS

RECOMMENDED ACTION

Recommendations:

1. Approve Resolution No. 2016-53, a Resolution of the City Council of the City of Moreno Valley, California, Consenting to the Establishment of Property Assessed Clean Energy (PACE) Programs by the California Home Finance Authority (CHFA) doing business as Golden State Finance Authority (GSFA) Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy, Energy Efficiency, Water Efficiency, Seismic Strengthening Improvements and Electric Vehicle Charging Infrastructure and Authorizing the CHF to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings, Levy Contractual Assessments and Authorizing Related Actions.
2. Approve Resolution No. 2016-54, a Resolution of the City Council of the City of Moreno Valley, California, Authorizing use of the GSFA PACE Program to Finance Renewable Energy, Energy Efficiency, Water Efficiency, Seismic Strengthening Improvements and Electric Vehicle Charging Infrastructure and approving the associate membership in CHFA.

SUMMARY

Staff recommends that the City Council approve Resolution No. 2016-53 and Resolution No. 2016-54 authorizing participation in the Golden State Finance Authority (GSFA)

Property Assessed Clean Energy (PACE) program. The GSFA PACE program, administered by Ygrene Energy Fund, provides a financing mechanism through which residential and commercial property owners can install energy and water efficiency improvements, permanently-fixed renewable energy such as solar panels, and electric vehicle charging systems on their property.

This program is similar to the other PACE programs offered to Moreno Valley residents through the Western Riverside Council of Governments (WRCOG) and California Statewide Communities Development Authority (CSCDA). Although the GSFA PACE program is available to residential customers, this PACE program focuses primarily on multifamily and commercial projects.

This item was reviewed by the Utilities Commission on May 20 and the Finance Subcommittee on May 24.

DISCUSSION

The City Council approved Resolution No. 2009-117 on December 8, 2009, that authorized participation in the HERO program administered locally by WRCOG. Through this Resolution, City residents and businesses are able to finance energy efficiency and renewable energy improvements installed on their property via contractual/voluntary property assessments based on home equity versus credit worthiness (scores). A recent WRCOG staff report indicated that as of November 2015, the HERO program in Moreno Valley approved over 3,300 applications totaling approximately \$104 million in funding.

On January 5, 2016, the City Council approved the CSCDA PACE program (administered by CaliforniaFIRST), which is similar to the HERO program in that they also finance energy efficiency and renewable energy improvements installed on private property via property assessments based on the value of home equity. Moreno Valley's participation in the CaliforniaFIRST Program will provide residents and businesses a choice in financing these types of improvements. These PACE programs serve as one method for qualifying residents and businesses seeking ways to improve energy efficiency and create future energy savings.

The GSFA PACE program, administered by Ygrene Energy Fund (Ygrene), provides a third alternative for residents and businesses to finance energy and water efficiency improvements. As with HERO and CSCDA, there is no additional cost to the City for participating in the GSFA PACE program. By offering low-cost financing, these PACE programs allow construction of energy and water efficiency projects to proceed, and in the process stimulate building activity in the local economy, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

GSFA has established two PACE programs under the legislative authority of two separate California PACE laws, as described below.

SB 555 PACE Community Facilities District

Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) (“Mello-Roos Act”), to allow for the creation of Community Facilities Districts (“CFDs”) for the purpose of financing or refinancing flood and earthquake retrofits in addition to energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be annexed into the district and be subject to the special tax that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

AB 811 PACE Contractual Assessment Program

By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose of financing private property improvements that promote renewable energy generation, energy and water efficiency, seismic strengthening improvements and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

Consumer Protection

The California State Communities Development Authority (CSCDA) worked with other PACE providers, including three of the largest vendors in California (HERO, California First, and Ygrene), to develop universal Consumer Protection Policies. The PACE Consumer Protection Policies have been developed to establish the highest standards for current and future PACE programs, and were adopted by WRCOG and CSCDA. Ygrene abides by the same set of Consumer Protection Policies for its programs.

Listed below are several notable elements in the PACE Consumer Protection Policies:

- Risk assessment to ensure the property won’t be inappropriately burdened
- Proper disclosures about PACE financing
- Operational assistance throughout the program including post-funding homeowner support
- Data security privacy and personal information protection
- Transparent marketing and communication material
- Heightened measures for protected classes
- Constant review of contractor compliance
- Eligible products – installation of and pricing protection

- Maximum Financing Amount (MFA)

To participate in the GSFA PACE program, the City must become an Associate Member of GSFA. Associate membership requires no dues or other costs to the City, but permits participation in all GSFA programs, including the PACE program. With the adoption of the GSFA PACE Program administered by Ygrene, the City will be participating in the three largest PACE programs offered in the State. Based on the coverage and available resources of these programs, Staff recommends limiting participation in other PACE programs until we have examined the benefits of the current programs over the next fiscal year.

ALTERNATIVES

1. Approve proposed Resolution No. 2016-53 and Resolution No. 2016-54 authorizing participation in the Property Assessed Clean Energy (PACE) program through the Golden State Finance Authority (GSFA). *Staff recommends this alternative as participation in this program will provide residents and businesses within Moreno Valley another choice in financing options for energy efficiency and renewable energy installations.*
2. Do not approve proposed Resolution No. 2016-53 and Resolution No. 2016-54 authorizing participation in the Property Assessed Clean Energy (PACE) program through the Golden State Finance Authority (GSFA). *Staff does not recommend this alternative as this will not provide residents and businesses a choice in financing options for energy efficiency and renewable energy installations.*

FISCAL IMPACT

There is no cost to the City for participation in the PACE program through GSFA.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Michael McLellan
Electric Utility Program Coordinator

Department Head Approval:
Marshall Eyerman
Chief Financial Officer

Concurred By:
Jeannette Olko
Electric Utility Division Manager

CITY COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

- 1. Resolution 2016-53 PACE CHFA CFD
- 2. Resolution 2016-54 PACE CHFA
- 3. CHF JPA Agreement
- 4. PACE Consumer Protection Policies_GSFA Ygrene Works_03-2016

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/21/16 10:34 AM
City Attorney Approval	<u>✓ Approved</u>	6/21/16 12:30 PM
City Manager Approval	<u>✓ Approved</u>	6/22/16 6:35 PM

RESOLUTION NO. 2016-53

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED ACTIONS

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1 (Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Moreno Valley is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with

1

Resolution No. 2016-53
Date Adopted: July 05, 2016

Attachment: Resolution 2016-53 PACE CHFA CFD [Revision 1] (2140 : APPROVE RESOLUTION 2016-53 AND RESOLUTION 2016-54

Authority in order to efficiently and economically assist property owners within the jurisdiction of the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

Section 2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

Section 3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

Section 4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

Section 5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

APPROVED AND ADOPTED this 5th day of July 2016.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution 2016-53 PACE CHFA CFD [Revision 1] (2140 : APPROVE RESOLUTION 2016-53 AND RESOLUTION 2016-54

3
Resolution No. 2016-53
Date Adopted: July 05, 2016

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-53 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of July 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

4
Resolution No. 2016-53
Date Adopted: July 05, 2016

Attachment: Resolution 2016-53 PACE CHFA CFD [Revision 1] (2140 : APPROVE RESOLUTION 2016-53 AND RESOLUTION 2016-54

Exhibit "A"
JPA Agreement

Attachment: Resolution 2016-53 PACE CHFA CFD [Revision 1] (2140 : APPROVE RESOLUTION 2016-53 AND RESOLUTION 2016-54

5
Resolution No. 2016-53
Date Adopted: July 05, 2016

RESOLUTION NO. 2016-54

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Moreno Valley (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

1
Resolution No. 2016-54
Date Adopted: July 05, 2016

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

Section 2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request of and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

Section 3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

Section 4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

Section 5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

APPROVED AND ADOPTED this 5th day of July 2016.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

3
Resolution No. 2016-54
Date Adopted: July 05, 2016

Attachment: Resolution 2016-54 PACE CHFA [Revision 1] (2140 : APPROVE RESOLUTION 2016-53 AND RESOLUTION 2016-54 CONSENTING

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-54 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of July 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

4
Resolution No. 2016-54
Date Adopted: July 05, 2016

Attachment: Resolution 2016-54 PACE CHFA [Revision 1] (2140 : APPROVE RESOLUTION 2016-53 AND RESOLUTION 2016-54 CONSENTING

Exhibit "A"
JPA Agreement

Attachment: Resolution 2016-54 PACE CHFA [Revision 1] (2140 : APPROVE RESOLUTION 2016-53 AND RESOLUTION 2016-54 CONSENTING

5
Resolution No. 2016-54
Date Adopted: July 05, 2016

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. **Disposition of Assets**

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. **Agreement Not Exclusive; Operation in Jurisdiction of Member**

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. **Conflict of Interest Code**

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. **Contributions and Advances**

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. **Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses**

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

Attachment: CHF JPA Agreement (2140 : APPROVE RESOLUTION 2016-53 AND RESOLUTION 2016-54 CONSENTING TO THE INCLUSION OF

ATTACHMENT 1 CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

Golden State Finance Authority (GSFA) /

Ygrene Works

PACE Consumer Protection Policies

Residential Property Assessed Clean Energy Program

Updated: March 21, 2016

OVERVIEW

Thirty-two states and the District of Columbia have enacted legislation enabling Property Assessed Clean Energy (PACE) programs. PACE programs provide an essential public benefit and contribute to the general public welfare by reducing carbon emissions, improving the quality of the environment, and improving energy and weather resiliency of the U.S. building stock. Various state and federal legislation presents the following arguments in support of the public benefit derived from PACE programs:

1. That global warming poses a serious threat to the economy, public health, natural resources and the environment;
2. That in 2009 the Environmental Protection Agency (“EPA”) declared that the rising levels of carbon dioxide emissions contribute hazard to human health and are consequently considered pollutants for regulatory purposes;
3. That such conditions as climate change and habitat degradation necessitate urgent efforts to maximize energy and water resources;
4. That the public purpose will be served by encouraging and installing energy- and water-saving, and renewable energy-generating improvements on private property;
5. That Federal tax credit legislation for solar energy systems, geothermal heat pumps, wind turbines and fuel cells recognizes the public benefit and provides incentives for installation on private property of these renewable energy generation systems;
6. That California PACE legislation qualifies as an “urgency statute” necessary for the immediate preservation of the public peace, health or safety within the meaning of Article IV of the Constitution;
7. That action taken to curb energy and water consumption and to reduce carbon emissions will have far-reaching effects in each participating state and, potentially, in the world.

PACE programs provide demonstrated public benefit while enabling an unprecedented range of homeowners to access energy efficiency, renewable energy and water efficiency measures that improve the financial, functional and environmental aspects of home ownership. Such improvements make homes less costly to operate and more comfortable to live in, while reducing energy and water consumption. Without PACE programs many homeowners would have no, or costly, access to such benefits.

PACE programs (“PACE Programs” or the “Program”), including the government authority sponsoring and administering them (“Authority”) and, where applicable, the entity or entities who help implement them (“Partner” or “Program Administrator”), deliver tools and resources that enable homeowners to make smart, informed and responsible choices regarding energy efficiency, renewable energy generation, water conservation, weather resiliency and seismic upgrade measures (“Measures”). Appropriate use of such tools is the responsibility of all Programs, which means that care needs to be taken with homeowners before, during and after origination of Program financing. In other words, upholding consumer protections that serve homeowners must be a core value of the Program, the Authority and the Partner. In this document, “Partner” refers to the government authority in all cases where the Program does not include a third-party partner.

This document is intended to address best practices and guidelines for Golden State Finance Authority (GSFA) and Ygrene Energy Fund’s ‘Ygrene Works’ residential PACE program for single-family homes and multi-family (<4) units, and is intended to be a living document that evolves with best practices, consistent with enabling legislation enacted in a plurality of states. This document incorporates policies first developed and implemented by Ygrene Energy Fund in 2011, and has been updated from time to time. The baseline consumer protection policies of the Program cover the following areas: (i) Risk, (ii) Disclosures and Documentation, (iii) Financing Terms, (iv) Operations, (v) Post-Funding Support, (vi) Data Security, (vii) Privacy, (viii) Marketing and Communications, (ix) Protected Classes, (x) Contractors, (xi) Eligible Products, (xii) Pricing, (xiii) Reporting, and (xiv) Closing & Funding. These Policies provide homeowners with a greater level of consumer protection than any other form of financing. They also guide the Program’s implementation, enabling the transformation of its potential into tangible benefits for homeowners.

1. RISK

***Policy Summary:** The Program blends statutory requirements and legislative policy with traditional credit risk considerations to develop risk criteria that are fitted to the Program. These criteria take into account the unique risk profile that this form of financing presents to enable qualifying homeowners to access it. While this process will exclude unqualified homeowners and properties, special consideration has been given to developing inclusive standards. These criteria examine four key attributes of every financed project: (i) the real property on which the improvements will be installed (“Property” or “Properties”), (ii) the encumbrances presently recorded against the Property, (iii) the nature of the improvements to be installed; and (iv) the homeowner’s mortgage and property tax payment history.*

1.1. Properties Consistent with foundational considerations, it is the policy of the Program to make the Program available to the entirety of the existing residential housing stock within the municipal boundaries of the Program. If requested in good faith by the homeowner applying for the Program, the rejecting Partner must complete an eligibility review of all applications related to properties initially determined to be excluded, re-examining the specific attributes of the Property in question and confirming or modifying the original determination.

1.2. Encumbrances The encumbrance profile of Properties is an important element of the decision process for Program participation. The Program is designed to harness unused financing capacity of homes in which eligible improvements are installed. Such financing is inappropriate if it burdens Properties too greatly. Accordingly, Properties eligible for Program financing will have the following attributes:

- 1.2.1. Mortgage debt on the Property may not exceed 90% of the Property’s fair market value (“FMV”), or assessed value if market value data is unavailable or unreliable, at the time of initial approval;
- 1.2.2. Reliability of the Program FMV model should be derived from generally accepted third-party property valuation services;
- 1.2.3. Financing may not exceed (i) fifteen percent (15%) of the FMV of the Property;
- 1.2.4. Total mortgage debt on the underlying Property plus Program financing may not exceed the FMV of the Property; and
- 1.2.5. The total amount of annual property taxes and assessments shall not exceed five percent (5%) of the Property's FMV.

1.3. Eligible Improvements The Program provides financing for a broad range of eligible products and projects permanently affixed to the Property, the details of which are set forth in Section 12 below. The Program is not available to finance ineligible products and projects

that are disallowed or excluded by individual state laws. While the Program is responsible for confirming compliance with the Section 12 requirements, it is not responsible for determining post-installation energy performance, savings or efficacy of such products or projects. The Program relies primarily on applicable state PACE laws, as well as U.S. Department of Energy, the EPA and other government agencies in determining what constitutes an eligible improvement.

1.4. Homeowners PACE Program taxes or assessments appear as line items on property tax bills and homeowners repay their financing when they pay their property tax bills. Thus the mortgage and property tax payment history of homeowners of record is an important factor in determining Program eligibility. Accordingly, at the time of application, homeowners eligible for Program financing will have status and payment histories that are generally consistent with the following:

- 1.4.1. The Applicants are the owners of record;
- 1.4.2. Property tax payments for the assessed Property are current. Additionally, the homeowner must certify that there is no more than one late payment for the shorter of (i) the previous three years, or (ii) since the present homeowner acquired the Property;
- 1.4.3. Homeowner(s) are current on all mortgage debt and have not had a Notice of Default (NOD) recorded on the property for the last 3 years, Additionally, the homeowner must certify that there has been no more than one “30-day late” payment during the 12-month period preceding funding;
- 1.4.4. Homeowner(s) cannot currently be in bankruptcy and must meet additional bankruptcy provisions as specified by the relevant state PACE law; and
- 1.4.5. Any involuntary lien(s) recorded against the Property in excess of \$1,000 must be added to the mortgage debt for the purposes of calculating the debt on the Property.

1.5. Exceptions From time to time, the Administrator or Partner will approve exceptions to these criteria, provided that the homeowner presents compelling justification and documentation of the unique compensating factors related to their application for financing, and provided that such exception is approved by the participating financial partner(s) and conforms to state law.

2. DISCLOSURES & DOCUMENTATION

Policy Summary: *The enforceability of the Program is derived from the documentation established and approved by the Authority consistent with enabling state legislation. Further, in states where judicial validation proceedings are available, it is considered best practice to complete judicial validation of the Program prior to commencement. Program documentation embodies principles key to the Program such as clarity, fairness, compliance, disclosure, knowledge and completeness. A reader who has spent time with the documentation should develop an unambiguous understanding of each and every right, risk and obligation associated with the Program’s financing product. PACE is a form of tax financing that, while sharing some features of traditional debt financing, presents new considerations for homeowners. Disclosures covering Program financing’s unique repayment cycle (annual or semiannual) and the Federal Housing Finance Authority announcement regarding payoff of Program financing at the time of sale or refinance are among the new considerations. Best practices counsel the Program to disclose traditional financing terms (e.g., interest rates, financing term, payment amounts) as well. In the end, a homeowner who understands a Program’s disclosures will be informed and have a clear understanding of the Program’s traditional and non-traditional features.*

2.1. Document Timing Before commencement of any Program-financed project, a homeowner must: (i) submit an application; (ii) receive approval of the Measures from the Partner; and (iii) execute documentation covering the terms describe in this Section and in the Disclosures summarized in this Section. Following installation of the Measures, a homeowner must: (i) execute an acknowledgement that the installation of the Measures has been completed satisfactorily and (ii) approve a final summary of costs and payments. Delivery to, and execution of all such documentation by, the homeowner is the responsibility of the Partner.

2.2. Purchase Terms Terms that are fundamental to the Program and that need to be reflected in its documents comprise: (i) the amount financed, fees and capitalized interest included; (ii) the repayment process and schedule; (iii) the payment amounts; (iv) a term that does not exceed the useful life of the majority of the improvements; (v) the rate of interest charged; (vi) a payment schedule that fully amortizes the amount financed, (vii) the nature of the lien created upon recordation; (viii) the specific improvements to be installed; (ix) the 3-day right to cancel the financing; and (x) the right to withhold approval of payment until the project is complete. It is the responsibility of the Partner to prepare, deliver and arrange for execution of documents reflecting such terms.

2.3. Homeowner Disclosures Policies Disclosures heighten homeowners’ awareness of key program financing terms and risks that appear in the Program terms and documentation. It is the policy of the Program that Partners confirm delivery to, and receipt by, homeowners of these disclosures, and obtain written acknowledgement that homeowners have read them.

The following comprise the key financing disclosures of the Program provided by Partners.

Disclosures	Description
Term of financing	The maximum time period of the financing
Amount financed	The total amount financed, including fees and capitalized interest
Annual payment amount	The amount due each year, even if paid in semi-annual installments or through impound payments
Improvements financed	The Measures installed
FHFA risks	The risk that the homeowner may need to pay off the PACE special tax or assessment at the time of sale or refinance
Right to cancel	The 3-day right to rescind the financing
Prepayment	The right to prepay the Program financing, with or without penalty, depending on terms selected by the homeowner

The following comprise additional program-specific disclosures of the Program provided by Partners.

Additional Disclosures	Description
Program overview	A document or section of a document that provides a comprehensive summary of the Program, including a summary of a homeowner’s rights and obligations
Property tax repayment process	Payment of a homeowner’s property tax bill that will include a line item related to the installed Measures
Tax benefits	Benefits associated with the purchase of certain Measures and the annual payments related to them
Privacy	A notice describing the privacy policies of the Program
Federal disclosures	Those appearing in the Program application

Additional Disclosures	Description
Foreclosure	The foreclosure process in the event of a homeowner default

2.4 Confirmation of Terms For all Program financing applications associated with contractors that are either new to the Program or are on some form of watch list, it is the policy of the Program that such Partners confirm live by telephone with the homeowner applicant each Program financing term listed in 2-7 of this Section 2.4 below. This requirement does not apply to contractors who have reached the Partner’s top rating category. For these contractors, it is the policy of the Program that they conduct randomized calls to homeowners to confirm financing terms.

Notwithstanding the above, irrespective of the contractor with whom the Program financing is associated, it is the policy of the Program that Partners confirm live by telephone with each applicant who is over 64 years old, or is a member of another special category of homeowners as designated by the Program financing terms listed in 1-7 of this Section 2.4 below. For homeowners over 64 years old, a voicemail message does not satisfy the requirement of Program financing term confirmation under this Section 2.4.

When confirming terms of a Program financing with a homeowner, Partners will:

- 2.4.1 Ask the homeowner to give a general description of the improvement(s) being financed under the Program. Ascertain that the homeowner understands the reason for the specific improvement(s) being made;
- 2.4.2 Ascertain that the homeowner understands his or her total estimated annual payment;
- 2.4.3 Ascertain that the homeowner understands the date his or her first tax payment will be due;
- 2.4.4 Ascertain that the homeowner understands the term of the Program financing;
- 2.4.5 Ascertain that the homeowner understands any additional fees (including recording fees) that will be charged to him or her;
- 2.4.6 Ascertain that the homeowner understands that payments for the Program financing will be added to his or her property tax bill and will cause the property tax bill to increase;
- 2.4.7 Ascertain that the homeowner understands that he or she may make payments on the Program financing either directly to the county assessor’s office or through his or her mortgage impound account.

2.5 Lender Disclosure Policy For all Program financing contracts a notification must be sent to all lenders of record outlining the key terms of the project to be undertaken on the Property. This notification shall be transmitted by the Partner on behalf of, and with the consent of, the Property Owner.

3 FUNDING

Policy Summary: *PACE is a new form of tax financing that, while sharing some features of traditional debt financing, presents new considerations for financing capital sources and structures. Best practices counsel the Program to proactively solicit feedback from Program stakeholders and homeowners and incorporate lessons into policy improvements which benefit homeowners.*

3.1 Interest Rates It is the policy of the Program that Partners offers payment arrangements that fully amortize the obligation over the term of the financing.

3.2 Sustainable Funding Source It is the policy of the Program that Partners establish a sustainable source of capital for funding PACE-financed projects separate from the Authority's general fund or budget and have access to capital markets to ensure funding of qualified projects is available on a consistent basis. Each Partner must demonstrate the capacity to fund assessments that the Administrator anticipates originating through such Partner over the six (6) month period immediately following the Administrator's review of such Partner's committed capital sources.

3.3 Subordination The Program is not required to but may offer the capability to accommodate homebuyers and homeowners by offering subordination of certain rights of its PACE assessment lien to the lien under a deed of trust. The subordination may provide the lien under a deed of trust with senior rights such that the lender will be induced to make a loan on a PACE-assessed property. The subordination option may be made available to homebuyers and homeowners in accordance with policy agreed upon by the Authority and the Partner.

3.4 Contractor Fees It is the policy of the Program that Partners can charge fees to contractors offering Program financing only if those Partners clearly and conspicuously disclose such fees to homeowners.

4 OPERATIONS

***Policy Summary:** Partner Operations delivers the Program to homeowners. Operations commercializes, productizes and draws on the work completed in a broad range of disciplines by the Program or its Partner, such as sales, training, risk, contractor engagement, municipal engagement, accounting, finance, legal, capital markets, compliance, business development, marketing, government affairs and corporate development. While each operating unit incorporates thoughtful and highly effective consumer protections in the work it produces, Operations is the gatekeeper responsible for assuring that the Program has the people, processes, tools and technology necessary to deliver to homeowners the Program financing product, as well as the consumer protections described in these Policies.*

Operational Consumer Protection Policies It is the policy of the Program that the Administrator or its Partner develop and provide people, processes, tools and technology necessary to support the consumer protection measures described in detail elsewhere in this manual, including: (i) risk and underwriting processes; (ii) terms and documentation delivery systems; (iii) documentation, maintenance and retrieval processes; (iv) disclosure development, delivery and acknowledgment receipt; (v) post-funding support for homeowners and other stakeholders such as real estate professionals; (vi) data security measures; (vii) privacy policy development and protections; (viii) marketing and communication oversight; (ix) protected class data and communication processes; (x) contractor management and engagement; (xi) eligible product database and/or list development and maintenance; (xii) implementation of the maximum financing amounts; (xiii) key metrics reporting; (xiv) closing and funding processes (including the ability to fulfill financing obligations); (xv) examination data production; and (xvi) implementation of procedures to identify and prohibit conflicts of interest within and associated with the Program.

5 POST-FUNDING HOMEOWNER SUPPORT

Policy Summary *A public/private partnership is at the core of the Program. This partnership carries with it elevated consumer protection responsibilities that apply to the Program with as much significance during the post-funding period as they do during the time of application and origination. Establishing and operating an executive office responsible for customer care that responds to inquiries, complaints, contractor and workmanship concerns, product performance questions and related matters for the lifecycle of the improvements financed is fundamental to the consumer protections that the Program provides.*

- 5.1 Proactive Engagement** It is the policy of the Program to proactively monitor and test the consumer protections Partners deliver to homeowners, and periodically request feedback from homeowners and contractors to identify areas in need of improvement.
- 5.2 Onboarding** It is the policy of the Program that Partners develop and implement a post-installation onboarding procedure to reinforce key characteristics of the Program, such as those highlighted in the Program disclosures.
- 5.3 Payments** It is the policy of the Program that Partners have disclosures and resources in place to resolve homeowner questions regarding matters such as impound account catch-up payments, payment timing inquires and payment amount reconciliation. It is also the policy of the Program that Partners implement procedures for responding in a timely and complete manner to requests for partial or full prepayment of their PACE property tax assessment.
- 5.4 Inquiries and Complaints** It is the policy of the Program that Partners receive, manage, track, timely resolve, and report all inquiries and complaints from homeowners. This policy contemplates development of a team with the skills necessary to perform inspections, meet with homeowners and contractors, investigate matters, and mediate disagreements between homeowners and contractors. The Partner must proactively work to resolve inquiries and complaints in a reasonable and timely manner and in accordance with the Program guidelines and must make communication for homeowners available during regular business hours by phone, email and facsimile communication.
- 5.5 Real Estate Transactions** It is the policy of the Program that Partners develop

capabilities to assist homeowners, and their associated real estate professionals, who are refinancing or selling their Properties.

Attachment: PACE Consumer Protection Policies_GSFA Ygrene Works_03-2016 (2140 : APPROVE RESOLUTION 2016-53 AND RESOLUTION

6 DATA SECURITY

***Policy Summary** Trust is fundamental to any financing relationship, and Program financing is no exception. The public/private partnership at the center of the Program, as well as the confidential relationship homeowners have with the Program Partner, mandate that any market-ready Program be in robust compliance with sturdy cyber-security standards, and develop secure and tested processes that protect homeowners' personal identifiable information at points of potential vulnerability, especially during the application process.*

6.1 Information systems It is the policy of the Program that Partners develop and comply with secure and tested processes to protect the personal identifiable information of the homeowner described in Section 7 below. Such secure and tested processes should, at a minimum, comply with existing state and federal data security laws and good faith protocols.

6.2 Personnel

- 6.2.1** Partners are responsible for informing and enforcing the compliance with the Program's data privacy and security policies on the part of every employee, contractor, vendor, agent, service provider, representative, and associate who is exposed to personal identifiable information of homeowners.
- 6.2.2** Partners are responsible for implementing protections and controls to prevent unauthorized copying, disclosure, or other misuse of sensitive consumer information.

7 PRIVACY

***Policy Summary:** The trusting and confidential relationship that exists between homeowners and the Program extends to the Partners' use of homeowner data. Compliance with the Graham Leach Bliley Act as well as the establishment of clear opt-in and opt-out protocols for information sharing are the pillars of the Program's privacy policy. More broadly, the Program must protect and manage sensitive consumer information; must respect the privacy of all homeowners; and must implement robust controls to prevent unauthorized collection, use and disclosure of such information. These protections are subject to the limitation that property owner names, special tax or assessment amount, payment amount and other terms of the PACE financing are all public information consistent with property tax law.*

The following summarizes the Program's privacy policy:

7.1 Privacy policy The Program obtains sensitive consumer information from homeowners as part of the application process for Program participation or through other homeowner touch points with the Program. It is the policy of the Program that Partners develop and deliver to homeowners who apply for the Program or who otherwise provide personal identifiable information a privacy policy that complies with state and federal law (e.g., the Graham Leach Bliley Act) and, in particular, prohibits sharing with third parties personal identifying information of homeowners without the homeowners' express authorization, except where expressly permitted by state and federal law. Such privacy policy will cover (i) the sources from which sensitive consumer information is obtained, (ii) the Partner's use of sensitive consumer information, and (iii) a mechanism by which a consumer may opt-out of sharing information. Partners will deliver to homeowners any updates to such privacy policies.

7.2 Application process It is the policy of the Program that all personal identifying information provided by a homeowner to a Partner during the application process is provided directly by the homeowner to the Partner. Partners will establish processes and controls to ensure that personal identifiable information of a homeowner is obtained directly from such homeowner (or his verifiable legal representative or attorney in fact) and not from a contractor or other third party.

8 MARKETING & COMMUNICATIONS

Policy Summary: *Clear, informative, truthful, balanced, transparent and complete communications are essential for the Program. The stakeholders of any Program include (without limitation) homeowners, contractors, the Authority, government officials and staff, investors, finance partners, real estate professionals and lenders. Communications, acts and practices that mislead stakeholders add ineligible expense to PACE financing or to the Program, abuse stakeholders, and otherwise fail to meet the core communication standards of appropriateness for the Program and are not acceptable.*

- 8.1 Prohibited Practices** It is the policy of the Program to prohibit practices that are or could appear to be unfair, deceptive, abusive, and/or misleading, that violate laws or regulations, that provide tax advice, that are inappropriate, incomplete or are inconsistent with the Program’s purpose. Marketing practices that unlawfully use sensitive consumer data, or that violate any other law or regulation (including, for example, practices related to telemarketing) are prohibited.

- 8.2 Permitted Practices** It is the policy of the Program to adhere to all legal and regulatory requirements (e.g., those governing telemarketing) pertaining to its advertising and marketing efforts. On the basis of providing clear and concise communication to consumers, any practice that promotes informed decision-making on the part of homeowners and is not prohibited as described in section 8.1 above is permitted. Partners are responsible for developing, delivering to and enforcing marketing guidelines for the Program’s Certified Contractors.

- 8.3 Tax Advice** It is the policy of the Program that no Partner, contractor or third party other than a tax expert may provide tax advice to consumers regarding their Program financing, including making affirmative statements or claims as to the tax deductibility of any portion of the payments. However, it is acceptable to state that “PACE financing may have certain tax benefits. Consult your tax advisor to find out what, if any, may apply to your individual circumstances.” Homeowners are encouraged to seek the advice of an expert regarding tax matters related to the Program.

- 8.4 Payments in Exchange for Financing** It is the policy of the Program that no Partner may provide direct cash payment to a contractor or Affiliated Individual explicitly in

exchange for such contractor or Affiliated Individual's offering Program financing to a homeowner.

It is the policy of the Program that no Partner, contractor or Affiliated Individual may provide a direct cash payment or other thing of value to a homeowner explicitly in exchange for such homeowner's selecting Program financing. For avoidance of doubt, the limitations provided in this Section 8.4 are not intended to prevent the Program from offering to homeowners, contractors or Affiliated Individuals promotions that are not explicitly part of the exchange referred to in the preceding sentence.

9 PROTECTED CLASSES

***Policy Summary:** It is the Partner's responsibility to ensure compliance with all state and federal laws that cover individuals in protected classes (e.g., race, religion, color, marital status, sex, national origin, citizenship, presence of children, disability, gender, age and/or sexual preference, because an applicant receives income from a public assistance program, or because an applicant has in good faith exercised any right under the Consumer Credit Protection Act.) Heightened protections for homeowners over 64 years old, such as confirming understanding of financing terms and project specifications, is a focus of the Program. The Partner is responsible for protecting against intended and unintended non-compliance with such standards, and in particular for providing legally unbiased access to, and decisioning of, requests for Program financing.*

- 9.1 General** It is the policy of the Program that controls be designed to monitor and test compliance with all state and federal laws covering homeowners in protected classes.
- 9.2 Elders** It is the responsibility of the Partner to develop and implement a program that validates elder homeowners' (i.e., homeowners over 64 years of age) understanding of the eligible improvement project for which they are seeking Program financing, including the terms of such financing.
- 9.3 Financing Access and Decisioning** It is the responsibility of the Partner to provide legally unbiased access to, and decisioning of, requests for Program participation.

10 CONTRACTOR REQUIREMENTS

Policy Summary: *Contractors and their sales persons are one of the primary means through which homeowners become aware of Program participation options. Contractors and their sales persons enter into contracts with Partners, and register with all relevant state and local licensing boards and agencies. Contractors are required to follow a code of conduct, maintain policies of insurance, post bonds, follow marketing requirements, complete training courses, among other similar obligations, all of which are designed to assure positive and productive homeowner interaction with the Program.*

10.1 Policies It is the policy of the Program that all contractors who sell, install, or manage subcontractors who install, eligible improvements will have executed and that all such contractors and all employees, entities, owners, partners, principals, independent contractors, third-party agents or other person who perform any services for the contractor in connection with a Program financing (collectively, the “Affiliated Individuals”) meet the requirements of the Program’s Contractor Participation Agreement, which include:

- 10.1.1** Compliance with the Registered Contractor code of conduct;
- 10.1.2** Maintenance of an active license, and be in good standing, with the California Contractor State License Board (“CSLB”), including compliance with the CSLB (or equivalent agency or program) insurance and bonding requirements;
- 10.1.3** Execution of the Program’s Contractor Participation Agreement only by a person who is authorized to act on behalf of, and who is responsible for the actions of, a Registered Contractor (a “Qualifying Individual”);
- 10.1.4** Oversight and management of employees, independent contractors and subcontractors who provide services to Registered Contractors accessing the Program;
- 10.1.5** Meeting all other state and local licensing, training and permitting requirements;
- 10.1.6** Compliance with the Program’s marketing policies; and
- 10.1.7** Ensuring all Affiliated Individuals register with the Program, including completing the Program’s identity verification procedures.

10.2 Contractor Management It is the policy of the Program that Partners implement contractor management processes and procedures that manage and track contractor training and compliance violations on an individual and company basis.

10.3 Contractor Training It is the policy of the Program that each Partner make available contractor training regarding, at a minimum, the following: (i) the applicable contractor

code of conduct as required by the Program, (ii) protected classes, including, without limitation, elder protection, and (iii) other consumer protection measures as required by the Program.

10.4 Remedial Action Partners may warn, suspend or terminate a Certified Contractor and/or Affiliated Individual from the Program based on violations of the Contractor Participation Agreement. The Program does not knowingly accept Program applications processed by suspended or terminated contractors and/or associated representatives.

11 ELIGIBLE PRODUCTS

Policy Summary: *The Program enables and encourages homeowners to install Measures on their homes that are permissible under the applicable PACE statutes, and designed but not guaranteed to save water or energy. The Program is responsible for implementing practices and controls (e.g., eligible product databases and product confirmation processes) to ensure that financing is provided only for eligible Measures. Program product eligibility criteria ensure that property owners are financing improvements that are industry recognized for achieving higher levels of home energy or water efficiency. While the Program is responsible for confirming compliance with the initial capacities of such products, it is not responsible for determining post-installation energy performance, savings or efficacy of such Measures.*

11.1 Policies Consistent with the objectives of the PACE-enabling legislation, it is the policy of the Program, through consultation with the Partner and the Authority to:

- 11.1.1. Establish and maintain an eligible products database and/or list, documenting the associated eligibility specifications;
- 11.1.2. Define processes for adding or modifying the eligible product database;
- 11.1.3. Use credible third-party sources to determine the useful life of the product, which will be used to set the maximum term for the Program's financing; and
- 11.1.4. Require that the product is permanently affixed to the Property.

11.2. Procedures It is the policy of the Program that Partners establish procedures confirming that the homeowner applying for Program financing intends to install eligible products, and that at the time of funding such improvements have been installed.

11.3. Ineligible Products

- 11.3.1. Financing of ineligible products under the Program is prohibited.
- 11.3.2. Products that are not included on the eligible products list or in the eligible products database can be submitted for review by the Program, if a homeowner has a good faith reason to believe they should have been included.

12 FINANCING AMOUNT

Policy Summary: *Many homeowners often cannot readily access price information regarding the installation of energy efficiency, renewable energy and water conservation improvements for their homes, and cost often is a key economic consideration. While the Program does not set price controls, it reviews each project on a case-by-case basis to affirm that the pricing for each Measure conforms to generally accepted market pricing ranges.*

The Program's policies provide as follows:

- 12.1** It is the policy of the Program to review pricing based on market data and the sponsoring Partner's experience, but not to set pricing for installation of eligible products and projects. Partners are presumed to take into account regional factors and special installation characteristics or scenarios that may contribute to the pricing of improvements.
- 12.2** It is the policy of the Program that Partners will review various product types (e.g. for central air conditioners, solar PV systems, solar thermal systems and artificial turf) to ensure pricing falls in a generally acceptable range. For example, there may be different types of central air conditioners, solar PV systems, solar thermal systems and artificial turf.
- 12.3** It is the policy of the Program that each Partner will establish processes for purposes of reviewing contractors' estimated project costs and determine that proposed project measures meet acceptable guidelines for energy efficiency, renewable energy, water conservation, or seismic or hurricane protection.
- 12.4** A product may only be funded for an amount that is justified by reasonable standards that are acceptable to the Authority.

13 REPORTING

Policy Summary: *Reporting the economic and environmental results of Program participation is essential for the Program, Partners, elected officials, environmental agencies, the investment community, the real estate and mortgage industry and many other stakeholders. Metrics such as economic stimulus dollars invested, greenhouse gas reduction, the number of Measures funded, the amounts funded, renewable energy production and energy savings serve this need. The Partner is responsible for producing, on a quarterly basis, a key metrics report.*

13.1 Reporting Categories It is the policy of the Program that Program statistics reporting and estimated impact metrics in the following categories be developed and reported quarterly to the Authority: (i) number of projects funded, (ii) project amount funded, (iii) estimated amount of energy savings, (iv) estimated amount of renewable energy production, (v) estimated amount of water savings, (vi) estimated amount of greenhouse gas reductions, and (vii) estimated economic stimulus of dollars invested.

13.2 Reporting Standards It is the policy of the Program that all data collected for the quarterly metrics reports are developed and collected using standardized, third party-verified methodologies. Partners must make the methodologies and supporting assumptions and/or sources available to the Authority. It is the responsibility of each Partner to develop reports consistent with each of the categories listed above, and to test and verify the data collection and reporting methods and models used. All reports shall include only aggregate data without the inclusion of any sensitive customer information.

14 PROJECT COMPLETION & DISBURSEMENT OF FUNDS

Policy Summary: The Program provides limited purpose financing to homeowners, and not general purpose financing that is common among traditional sources of financing. The Program has front-end (e.g., eligible product call-in requirements) and pre-funding (e.g., completion certificates and permits) procedures designed to confirm that its financing dollars are used for permissible purposes. A policy requiring such procedures is essential to protecting the integrity of the Program.

- 14.1 Installation Completion Signoff** It is the policy of the Program to confirm, before final funding, that the eligible products financed are installed, operational and in a condition that is acceptable to the homeowner and the contractor, and to require that the homeowner and the contractor attest to such by signing a document stating that all products have been installed to the homeowner’s satisfaction and in accordance with product specifications. It is the Partner’s responsibility to confirm any such document is signed within the maximum allowable installation time as specified by the Program.
- 14.2 Permits** It is the policy of the Program that homeowners seeking Program financing obtain required permits for the installation of Measures and provide verification thereof upon request. Each permit must be signed off by the issuing authority as proof of project completion.
- 14.3 Funding** It is the policy of the Program to disburse funds only for specified phased payments, progress payments or for projects that are complete.
- 14.4 Recording** It is the policy of the Program to record the Notice of Assessment and Payment of Contractual Assessment Required documentation in a manner consistent with state law.
- 14.5 Asset Verification** It is the policy of the Program to confirm that product(s) listed on the Completion Certificate and for which Program financing has been provided have been installed by providing proof of completion by city inspector or other third-party inspector.



Report to City Council

TO: Mayor and City Council

FROM: Leslie Keane, Interim City Clerk

AGENDA DATE: July 5, 2016

TITLE: MUNICIPAL ELECTION - NOVEMBER 8, 2016
RESOLUTION ESTABLISHING REGULATIONS AND COSTS FOR CANDIDATE STATEMENTS

RECOMMENDED ACTION

Recommendation:

1. Adopt resolution No. 2016-55, a Resolution of the City Council of the City of Moreno Valley, California, Providing for Regulations Pertaining to Materials for Candidates and Costs Pertaining to Candidate Statements Submitted to the Voters at an Election to be held on Tuesday, November 8, 2016.

SUMMARY

The next General Municipal Election in the City of Moreno Valley will be held on Tuesday, November 8, 2016. The purpose of this election is to select a citywide Mayor for a two-year term and two members of the City Council (Districts 1 and 3) for four-year terms. At its June 7, 2016 meeting, the City Council adopted resolutions calling the election and requesting consolidation with the Statewide Election. The proposed resolution would establish regulations and costs for optional candidate statements.

DISCUSSION

In November 2014, Moreno Valley voters approved a measure that reconfigured existing council districts, reducing the number from five to four, and authorized the election of a citywide Mayor. City Councilmembers are elected for staggered four year terms. In 2016, council seats for District's 1 and 3 will be on the ballot; and in 2018 District 2 and 4 will be on the ballot. The term of office for the citywide Mayor is two years.

California Election Code Section 13307 provides a process that allows candidates for elected office to have a brief statement of their education and qualifications for office included in the sample ballot. A candidate statement may not contain more than 200 words, and each candidate who wants to have his or her statement included in the voter's pamphlet is required to pay a pro-rata share of the printing cost.

The Federal Voting Rights Act requires all information that is provided in the voter pamphlet in Moreno Valley be provided in Spanish as well as English. The cost for ballot statements is determined by the County and varies based on the number of candidates, printing charges and the translation costs. The County has estimated costs to be:

- Mayor, \$950
- Councilmember - District 1, \$450
- Councilmember - District 3, \$475

These amounts are an estimate only, and are collected when nomination papers are filed. Actual costs that exceed the estimate are billed to the candidate after the election. Likewise, if costs are less than estimated, the excess amount is refunded. Candidates who can document inability to pay may request deferral of the deposit and a payment plan (Elections Code 13309).

Each Candidate's statement is held confidential by the City Clerk until the close of the filing period. Statements may be withdrawn – not modified – by candidates up until the day after the nomination period closes.

ALTERNATIVES

1. Adopt Resolution No. 2016-55, establishing regulations and costs for candidate statements. This resolution requires candidates to pay their entire pro rata share of required translation and publication.
2. Modify Resolution No. 2016-55, establishing a maximum financial liability for candidates who wish to have a statement included in the sample ballot.

FISCAL IMPACT

If the proposed resolution is adopted, there would be no fiscal impact to the City. If the Council establishes a maximum financial obligation for candidate statements, the General Fund would need to absorb the actual cost, less that paid by all candidates.

NOTIFICATION

Posting of this agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Leslie Keane
Interim City Clerk

Department Head Approval:
Leslie Keane
Interim City Clerk

CITY COUNCIL GOALS

None

ATTACHMENTS

- 1. Resolution 2016 Candidate Statements

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/21/16 9:55 AM
City Attorney Approval	<u>✓ Approved</u>	6/22/16 5:13 PM
City Manager Approval	<u>✓ Approved</u>	6/22/16 6:55 PM

RESOLUTION NO. 2016-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY PROVIDING FOR REGULATIONS PERTAINING TO MATERIALS FOR CANDIDATES AND COSTS PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016

WHEREAS, California Elections Code Section 13307 provides that the governing body of any local agency may adopt regulations pertaining to materials prepared by any candidate for a Municipal Election, including the costs thereof;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. General Provisions. That pursuant to California Elections Code Section 13307, each candidate for elective office to be voted for at the General Municipal Election to be held in the City of Moreno Valley on Tuesday, November 8, 2016, may prepare a candidate statement on an appropriate form provided by the City Clerk. Such statements may include the name, age and occupation of the candidate and a brief description of no more than two hundred (200) words of the candidate's education and qualifications expressed by the candidate himself or herself. In that City Council offices are non-partisan, such statements shall not include party affiliation of the candidate, nor membership activity in any partisan political organizations. Pursuant to Elections Code Section 13307, such statements may not include a reference to any other candidate. Such statements shall be filed in the Office of the City Clerk at the time the candidate's nomination papers are filed. Such statements may be withdrawn, but not changed, during the period for filing nomination papers up until 5:00 p.m. of the next working day after the close of the nomination period.

Section 2. Foreign Language Policy. That pursuant to the Federal Voting Rights Act, the County shall translate candidate statements into Spanish, and a translation of the candidate's statement shall be included in the voter's pamphlet and mailed with the sample ballot to each registered voter in the City, who has requested a sample ballot in Spanish.

Section 3. Payment. The candidate shall be required to pay for his or her pro rata cost of translating and printing the candidate statement as specified in Section 2 above. The City Clerk shall require a candidate filing a statement to pay in advance a deposit of: \$950 for candidates for the office of at large Mayor, \$450 for candidates for the office of City Council – District 1, and \$475 for candidates for the office of City Council – District 3, as a condition of having his or her statement included in the voter's pamphlet. The City Clerk shall bill each candidate for any cost in excess of the deposit and shall refund any unused portion of any deposit.

Section 4. Formatting. That the City Clerk shall allow italics, underlining, bullets, and capitalized words in candidate statements. Bold type is prohibited in candidate statements.

Section 5. State Standards. That the City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

Section 6. Additional Materials. That no candidate will be permitted to include additional materials to the sample ballot package.

Section 7. Copies. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nomination petitions are issued.

Section 8. Repeal. That all previous resolutions establishing council policy on payment for candidate statements are repealed.

Section 9. Application. That this resolution shall apply to the election to be held on November 8, 2016 and shall then be repealed.

Section 10. Certification. That the City Clerk shall certify to the passage and adoption of this resolution, shall enter the same into the book of original resolutions of the City of Moreno Valley.

APPROVED AND ADOPTED this 5th day of July, 2016.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution 2016 Candidate Statements [Revision 2] (2174 : MUNICIPAL ELECTION - NOVEMBER 8, 2016)

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-55 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of July, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

City Clerk

(SEAL)

Attachment: Resolution 2016 Candidate Statements [Revision 2] (2174 : MUNICIPAL ELECTION - NOVEMBER 8, 2016)



Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 5, 2016

TITLE: APPROVE ADMINISTRATIVE SERVICES AGREEMENT FOR COUNTY SERVICE AREA (CSA) 152 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM BETWEEN COUNTY OF RIVERSIDE AND CITY OF MORENO VALLEY

RECOMMENDED ACTION

Recommendations:

1. Approve the Administrative Services Agreement (Agreement) for the CSA 152 Program with the County of Riverside.
2. Authorize the Mayor to execute the Agreement and any renewal options.
3. Direct the City Clerk to transmit the Agreement to the County of Riverside.

SUMMARY

This report recommends the approval of the Administrative Services Agreement for the County Service Area (CSA) 152 Program with the County of Riverside. The County of Riverside's legal counsel has requested participating agencies in CSA 152 to execute a new Agreement since the current Agreement expires this year. The new Agreement stipulates responsibilities of the City and County for program administration as well as establishing a five (5) year expiration term with two (2) two-year renewal options.

DISCUSSION

The CSA 152 Program is necessary to help fund the costs of the storm water management services as required by the National Pollutant Discharge Elimination System (NPDES) permit for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from benefiting parcels. Requirements of the

NPDES permit are: public education, material disposal and recycling programs, spill prevention and clean-up programs, illegal dumping controls, illicit connection controls, storm drain inspections, and street and storm drain maintenance.

There has been neither federal nor state monies allocated to local agencies to address these requirements. The County of Riverside formed CSA 152 as a means to partially recover NPDES program costs through property assessments.

On December 21, 1993, the City of Moreno Valley, along with several other Riverside County cities, was annexed into CSA 152. The purpose of the annexation was to provide the City with a funding mechanism for the federally and state mandated storm water clean-up programs.

On February 22, 1994 the City executed the original Agreement for the CSA 152 Program. The Agreement stipulated responsibilities of each party as well as associated costs for County of Riverside services. The current Agreement expires this year. The new proposed Agreement stipulates responsibilities of the City and County for program administration as well as establishing a five-year expiration term with two (2) two-year renewal options.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative to provide continued NPDES program funding from CSA 152.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative because this alternative will interrupt NPDES program funding from CSA 152.*

FISCAL IMPACT

The recommended action will meet the County of Riverside's request and assist in funding the NPDES storm water programs. Approval of the Agreement will ensure that the City continues to receive its legally authorized funds from this source.

The CSA 152 levy collected from property owners support current NPDES permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the state. The projected CSA 152 Program Budget for FY 2016/17 is estimated to be \$649,851. **Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management Program.**

NOTIFICATION

Publication of Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Rae Beimer
Storm Water Program Manager

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Michael Lloyd, P.E.
Interim Engineering Division Manager

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

ATTACHMENTS

- 1. CSA 152 Administrative Services Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/13/16 8:10 AM
City Attorney Approval	<u>✓ Approved</u>	6/13/16 2:18 PM
City Manager Approval	<u>✓ Approved</u>	6/22/16 6:31 PM

1 ADMINISTRATIVE SERVICES AGREEMENT
2 FOR CSA 152 NPDES PROGRAM
3 BETWEEN
4 COUNTY OF RIVERSIDE AND CITY OF MORENO VALLEY
5

6 The Administrative Services Agreement for CSA 152 NPDES Program (“Agreement”),
7 entered into as of this ____ day of _____ 2016 by the COUNTY OF RIVERSIDE
8 (“COUNTY”) and the CITY OF MORENO VALLEY (“CITY”) (individually “Party” and collectively
9 “Parties”) establishes the responsibilities and obligations of each Party concerning the
10 management and financing of COUNTY SERVICE AREA 152 NATIONAL POLLUTANT
11 DISCHARGE ELIMINATION SYSTEM (“CSA 152”).

12 RECITALS

13 WHEREAS, Congress in 1987 added Section 402(p) to the Federal Clean Water Act
14 (CWA) [33 U.S.C. 1342(p)]; and,

15 WHEREAS, Section 402(p) requires certain municipalities, construction and industrial
16 facilities to obtain a National Pollutant Discharge Elimination System (NPDES) Permit before
17 discharging storm water into the waters of the United States; and,

18 WHEREAS, COUNTY and CITY have obtained or will obtain the appropriate municipal
19 NPDES Permit as applicable for each of the three watersheds of the County of Riverside; and,

20 WHEREAS, COUNTY has formed CSA 152 to finance a portion of its programs and
21 obligations associated with the municipal NPDES Permits and individual General NPDES
22 Permits; and,

23 WHEREAS, cooperation between COUNTY and CITY in the administration and
24 implementation of the NPDES Permits is in the best interests of COUNTY and CITY; and,

25 WHEREAS, CITY was formally annexed into CSA 152 by COUNTY Resolution No. 93-
26 454 on December 21, 1993; and,

27 WHEREAS, COUNTY and CITY are to perform certain duties prescribed in this
28 Agreement that will benefit all Parties;

1 **NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

2 1. **DELEGATION OF RESPONSIBILITIES.** The responsibilities of each Party shall be as
3 follows:

4 a. CITY shall assume the responsibilities and meet the requirements of CSA 152
5 administration for CITY by:

- 6 i. Providing additions to previous year's tax roll (if any) to be placed on the
7 upcoming fiscal year tax roll.
- 8 ii. Providing agenda item approving Benefit Assessment Unit (BAU) Levy
9 and CITY'S CSA 152 budget for each fiscal year.
- 10 iii. Notify COUNTY of any changes to Tax Rate Area of individual parcels to
11 be placed on Tax Roll.
- 12 iv. Research parcels that were rejected from list of Assessor Parcel
13 Numbers (APNs) submitted to COUNTY.
- 14 v. Notify COUNTY of any corrections to rejected parcels to be placed on
15 Tax Roll prior to Auditor Controllers deadline for submittal of APNs.
- 16 vi. Submit to COUNTY requests for reimbursement of actual expenditures
17 incurred under provision of approved CITY CSA 152 budget.

18 b. COUNTY shall assume the responsibilities and meet the requirements of CSA
19 152 administration for COUNTY and CITY by:

- 20 i. Forwarding of APNs received from CITY to Auditor Controller to be
21 placed on Tax Roll.
- 22 ii. Notify CITY of any rejected parcels.
- 23 iii. Forward CITY'S corrections of rejected parcels to Auditor Controller.
- 24 iv. Provide spreadsheet of CSA 152 assessments placed on tax roll and
25 fiscal year financial summary.
- 26 v. Collect assessment for CSA 152 on behalf of CITY.
- 27 vi. Reimburse CITY for actual expenditures incurred under provision of
28 approved CITY CSA 152 budget.

- 1 2. **FEES AND PAYMENT.** COUNTY shall administer CSA 152 for the benefit of COUNTY
2 and CITY. COUNTY shall charge six (6%) percent of new CITY CSA 152 annual
3 revenue for administration.
- 4 3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date the
5 Agreement is approved by the COUNTY. This agreement duration shall be for a period
6 of five (5) years from the date of execution and with two (2) two-year renewal options
7 subject to the written consent of both Parties.
- 8 4. **WITHDRAWAL FROM AGREEMENT.** Either Party may terminate this Agreement thirty
9 (30) days after submitting written notice to the other Party. In the event termination
10 becomes effective, termination shall constitute forfeiture by the terminating Party of its
11 share of costs and administrative fees paid as described in Section 2 of this Agreement
12 up to the effective date of termination. The terminating Party shall be responsible for all
13 lawfully assessed penalties as a consequence of termination.
- 14 5. **AMENDMENTS TO THE AGREEMENT.** This Agreement may be amended by mutual
15 consent of the Parties to the Agreement. No amendment to this Agreement shall be
16 effective unless it is in writing and signed by the duly authorized representatives of the
17 Parties.
- 18 6. **GOVERNING LAW AND SEVERABILITY.** This Agreement will be governed and
19 construed in accordance with laws of the United States and the State of California. Any
20 conflict between the terms of this Agreement and the provisions of such laws and
21 regulations, the latter shall control. If any provision or provisions of this Agreement shall
22 be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of
23 the remaining provisions shall not in any way be affected or impaired hereby.
- 24 7. **CONSENT TO BREACH NOT A WAIVER.** No term or provision hereof shall be deemed
25 waived and no breach excused, unless such a waiver or consent is in writing and signed
26 by the Party so waiving or consenting. Any consent by any Party to, or waiver of, a
27 breach by the other Party, whether expressed or implied, shall not constitute consent to,
28 waiver of, or excuse for any other different or subsequent breach.

1 8. **APPLICABILITY OF PRIOR AGREEMENTS.** This Agreement constitutes the entire
2 agreement between the Parties with respect to the subject matter; all CSA 152 prior
3 agreement, representations, customs, usage, statement, negotiations, and
4 understandings are superseded hereby.

5 9. **HOLD HARMLESS.** Each Party shall indemnify and hold harmless the other party from
6 liability or damages resulting from its own acts or omissions including those of its officers
7 or employees in the performance of this Agreement.

8 10. **AUTHORIZED SIGNATURES.** The Parties warrant and represent that the individuals
9 signing this Agreement on their behalf can and do bind the Parties to the terms of this
10 Agreement.

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Attachment: CSA 152 Administrative Services Agreement (2132 : APPROVE ADMINISTRATIVE SERVICES AGREEMENT FOR COUNTY)

1 IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above
2 written.

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COUNTY OF RIVERSIDE,
On behalf of CSA 152

CITY OF MORENO VALLEY

Chairman, Board of Supervisors

Mayor, City of Moreno Valley

Approved as to Form
County Counsel

Approved as to Form
City Attorney

BY _____

BY _____

ATTEST:
Clerk of the Board

ATTEST:
City Clerk

BY _____

BY _____

S:\Community Services\CSA 152 NPDES\Admin Services Agreements 2016\City of Moreno Valley\NPDES MOU 2016_

Attachment: CSA 152 Administrative Services Agreement (2132 : APPROVE ADMINISTRATIVE SERVICES AGREEMENT FOR COUNTY)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: July 5, 2016

TITLE: MORENO VALLEY UTILITY SOLAR REBATE PROGRAM
UPDATE FISCAL YEAR 2016/2017

RECOMMENDED ACTION

Recommendation:

1. Approve Moreno Valley Electric Utility (MVU) Solar Incentive Program Fiscal Year 2016/2017 updates.

SUMMARY

This report recommends the approval of the following proposed changes to the Solar Incentive Program for Fiscal Year 2016/2017:

MVU's Solar Incentive Program

	<i>Existing MVU Program</i>	<i>Proposed MVU Program</i>
System size 1kW to 30kW, one-time payment	\$1.00/watt Maximum of \$10,000 or 50% of the total cost	No Rebate
System size 30kW and larger	\$0.04/kWh for systems 30kW and larger, paid monthly over a 5-year period	\$0.04/kWh for systems 100kW and larger, paid in 5 annual installments

MVU has exceeded both its solar installation and funding requirements under Senate Bill 1 (SB1). Although SB1 is scheduled to sunset at the end of this calendar year, MVU proposes to discontinue the residential rebate program at this time for the following reasons:

- Prices of solar inverters and panels have dropped significantly over the past 5 years and no longer require subsidies.
- PACE-type funding and other financial mechanisms are making it easier for customers to own or lease solar systems.
- The rebate program is currently closed because the budget for FY 2015/2016 is exhausted. On a daily basis, MVU receives applications for solar installations without the rebate incentive. It is anticipated that there will be no reduction in solar program activity as a result of the elimination of the residential rebate.

It should be noted that SCE is no longer accepting rebate applications for residential solar installations, having met its obligations under the California Solar Initiative (CSI), the rebate program for customers of SCE.

MVU will continue the commercial rebate program to promote economic development activity.

The proposed changes were presented to the Finance Committee on June 16, 2016, and the Utilities Commission at the June 17, 2016 meeting.

DISCUSSION

The purpose of SB1, signed into law in 2006, was to further the state goal of encouraging the installation of 3,000 megawatts of photovoltaic solar energy in California within 10 years.

MVU's Solar Incentive Program, established in December 2007 via Resolution 2007-146, is designed to meet the requirements of SB1 and to provide an equitable rebate system to benefit MVU customers. Subsequent updates to the Solar Incentive Program were implemented to further define the program and to follow additional regulatory requirements regarding the installation of solar systems. MVU's residential solar program has been a great success but now that solar installations are cost-effective, rebate incentives are no longer needed to promote the solar industry.

Since 2007, MVU has spent more than \$3.7 million to incentivize customers to install more than 6 megawatts (MW) of solar. Almost 10% of MVU's customers have installed solar systems.

While it is proposed that residential rebates be eliminated, MVU will continue to approve applications for solar installations. The following requirements are included in the MVU Solar Program:

- a) The customer's installation must be designed to offset all or part of the consumer's own electricity demand;
- b) All components of the installation must be new and unused;
- c) The major components must be warrantied for not less than 10 years;

- d) The customer's installation must be located on the same premises of the end-use consumer;
- e) The system must be connected to MVU's electrical distribution system;
- f) There must be an electric meter in place to monitor and measure the system's performance and the quantity of electricity generated by the system;
- g) The installation must be in conformance with the manufacturer's specifications and in compliance with all applicable electrical and building code standards;
- h) Customers installing solar electric generation systems larger than 100 kW will be subject to a Performance Based Incentive Rate (PBI). This incentive is paid over a 5 year period;
- i) All systems over 100 kW will have a Professional Electrical Engineer's approval before submittal;
- j) MVU reserves the right to determine program eligibility;
- k) All incentives for commercial systems are based on availability of funds, on a first-come, first-served basis.

ALTERNATIVES

1. Approve the Moreno Valley Electric Utility (MVU) Solar Incentive Program Fiscal Year 2016/17 update. *Staff recommends this alternative as this program continues to help support the goals of SB1, reduce greenhouse gas emissions, and help to promote economic development activity in the City.*
2. Do not approve the Moreno Valley Electric Utility (MVU) Solar Incentive Program Fiscal Year 2016/17 update. *Staff does not recommend this alternative.*

FISCAL IMPACT

The program is funded through the collection of state mandated Public Purpose Program funds, which the City Council formally adopted on January 13, 2004. The Fiscal Year 2016/2017 budget year has proposed an allocation of \$1,000,000 for the solar rebate program. **Public Purpose Program funds can only be utilized under a strict umbrella of programs, determined at the State level of government.**

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Michael McLellan
Electric Utility Program Coordinator

Department Head Approval:
Marshall Eyerman
Chief Financial Officer

Concurred By:
Jeannette Olko
Electric Utility Division Manager

CITY COUNCIL GOALS

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/21/16 9:58 AM
City Attorney Approval	<u>✓ Approved</u>	6/15/16 2:25 PM
City Manager Approval	<u>✓ Approved</u>	6/22/16 6:21 PM



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: July 5, 2016

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016 AS OF 4/30/16

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of April 30, 2016.

SUMMARY

This staff report is prepared at the request of City Council to provide transparency with respect to the expenditure of City funds from the City Council Discretionary Expenditure accounts. This report is for each council member's year to date expenditures for the Fiscal Year 2015/2016, as of April 30, 2016. Each Council District receives an annual budget allocation of \$3,000. In addition, the Mayor receives an additional \$3,000 annually. The reports include each transaction with a clear description of the expenditure.

These new reports have been posted to the City's website. The reports are also included routinely in the City Council agenda as an additional means of distributing the report to the Council and public.

The expenditure reports for the Mayor Differential and five independent council districts list, in date order, the transactions allocated to the discretionary expenditure accounts. These reports are unaudited as of the date of this transmittal. Since the reports are reconciled to the City's general ledger, they will be considered audited and final with the completion of the independent audit for FY 2015/16 when completed by Vasquez & Company.

These reports will continue to be provided on a monthly basis. Once available, they are

posted to the City’s website and included on the next scheduled City Council agenda. The reports will follow the same cycle, and will appear with, the monthly payment register on City Council agendas in the future.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Marshall Eyerman
Chief Financial Officer

CITY COUNCIL GOALS

None

ATTACHMENTS

- 1. District Spending FY 15.16 - April 2016

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/14/16 7:37 AM
City Attorney Approval	<u>✓ Approved</u>	6/14/16 2:03 PM
City Manager Approval	<u>✓ Approved</u>	6/22/16 6:18 PM



MAYOR DIFFERENTIAL

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620130

As of April 30, 2016

Date	Amount	Description
9/11/2015	\$ 7.99	Mayor's Meet & Greet 9/11/15 - Refreshments (Petty Cash)
11/19/2015	\$ 19.80	Mayor's Meet & Greet 10/9/15, 10/23/15, 11/6/15 - Refreshments (Petty Cash)
12/15/2015	\$ 65.59	Mayor's Employee Thank You 12/16/15 - Refreshments
12/15/2015	\$ 63.92	Mayor's Employee Thank You 12/16/15 - Refreshments (Petty Cash)
12/16/2015	\$ 200.00	Donation to Support MVPD Operation Holiday Cheer Program
1/27/2016	\$ 47.97	Mayor's Meet & Greet 1/27/16 - Refreshments (Petty Cash)
1/29/2016	\$ 300.00	Donation to Faith Southern Baptist Church - Homeless Kitchen
1/30/2016	\$ 500.00	Donation to Salvation Army - Moreno Valley Programs
2/9/2016	\$ 32.55	Reception Mayor Michoacan Mexico Key to Sister City 2/9/16 - Refreshments (Petty Cash)
2/25/2016	\$ 500.00	Donation to Chaparral Hills Elementary Public School - 5th Grade Field Trip
3/24/2016	\$ 25.00	Moreno Valley College Cesar Chavez Scholarship Breakfast 3/25/16
3/30/2016	\$ 125.00	Time for Change Foundation 13th Annual Awards Gala 4/15/16
3/31/2016	\$ 26.64	IEEP 3rd Annual Red Tape to Red Carpet Awards 2/25/16
4/11/2016	\$ 65.00	Riverside County School Boards Association Spring Conference 4/25/16
4/28/2016	\$ 25.00	Val Verde Unified School District Student of the Year Dinner 5/6/16
	\$ 2,004.46	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 995.54	FY 15/16 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 5/20/16



COUNCIL DISTRICT 1

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620111

As of April 30, 2016

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
10/21/2015	\$ 10.00	Ride MoVal 2015 10/25/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
11/16/2015	\$ 50.00	2015 State of Riverside County 11/19/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/15/2015	\$ 15.00	Wake-up Moreno Valley Meeting 11/18/15
12/22/2015	\$ 500.00	Donation to United States Veterans Initiative (U.S. VETS-Inland Empire)
1/21/2016	\$ 500.00	Donation to Teleton USA Fundacion
3/8/2016	\$ 20.00	Wake-up Moreno Valley Meeting 2/24/16
3/24/2016	\$ 25.00	Moreno Valley College Cesar Chavez Scholarship Breakfast 3/25/16
3/25/2016	\$ 27.00	Mail Theft Meeting 3/25/16 - Refreshments (Petty Cash)
3/30/2016	\$ 14.66	Wake-up Moreno Valley Meeting 3/23/16
4/1/2016	\$ 2.53	Mail Theft Meeting 3/25/16 - Beverage Cups (Petty Cash)
4/19/2016	\$ 22.61	Community Book Reading Groups - Audio 7-Habits of Highly Effective Families
	\$ 1,271.80	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 1,728.20	FY 15/16 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 5/20/16



COUNCIL DISTRICT 2

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620112

As of April 30, 2016

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
9/8/2015	\$ 13.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking (Petty Cash)
9/10/2015	\$ 177.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Travel Per Diem
9/10/2015	\$ 45.38	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Vehicle Rental
9/10/2015	\$ 8.00	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking
9/10/2015	\$ 9.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Fuel for Rental Vehicle
9/20/2015	\$ 30.00	2015 Advancing Choice Expo 10/9/15
10/1/2015	\$ 45.00	MASH Bash 10/3/15 (Petty Cash)
10/2/2015	\$ 125.00	BIA Riverside County Installation & Awards Celebration 10/16/15
10/13/2015	\$ 125.00	Inland Empire Navy Birthday & Ball 240 Years 10/17/15
10/20/2015	\$ 125.00	Riverside County Education Summit 10/28/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/7/2015	\$ 16.99	City Holiday Events - Candy Canes
12/8/2015	\$ 16.99	City Holiday Events - Candy Canes (Petty Cash)
12/8/2015	\$ 25.00	March Field Air Museum Annual Holiday Party 12/7/15
12/16/2015	\$ 100.00	Donation to Support MVPD Operation Holiday Cheer Program
12/23/2015	\$ 259.46	LCC Policy Committee Meeting 1/22/16 - Airfare
1/3/2016	\$ 90.00	BIA Riverside County Meeting 1/27/16
1/31/2016	\$ 20.00	Wake-up Moreno Valley Meeting 1/27/16
2/29/2016	\$ 40.00	LCC Riverside County Division General Meeting 1/11/16
2/29/2016	\$ 40.00	BIA Desert Region Mayor's Luncheon 2/10/16
3/3/2016	\$ 49.00	Riverside County State of Education Address & Luncheon 2/15/16
3/7/2016	\$ 35.00	LCC Riverside County Division General Meeting 3/14/16
3/8/2016	\$ 20.00	Wake-up Moreno Valley Meeting 2/24/16
3/9/2016	\$ 35.00	Soroptimist Int'l of MV Annual Fashion Show & Tea 3/12/16 (Petty Cash)
3/24/2016	\$ 25.00	Moreno Valley College Cesar Chavez Scholarship Breakfast 3/25/16
3/31/2016	\$ 7.00	City Holiday Events - Candy Canes (Petty Cash)
3/31/2016	\$ 64.30	Java with Jeff - District 2 Public Open Forum Meeting 2/27/16 - Refreshments
3/31/2016	\$ 75.00	Fair Housing Council 14th Annual Champions for Justice Awards Banquet 4/7/16
4/8/2016	\$ 100.00	Donation - Palm Middle School PTSA Autism Awareness Month for Melissa Neir
4/18/2016	\$ 125.00	RCCD Foundation 2016 Annual Recognition Awards & Arts Gala 4/26/16
4/22/2016	\$ 40.00	LCC Riverside County Division General Meeting 5/9/16
4/22/2016	\$ 75.00	US Veterans Initiative We Remember A Night for Veterans Dinner 4/29/16
4/28/2016	\$ 25.00	BIA Riverside County Fiesta del Sol Festivities 5/26/16
	\$ 2,072.62	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 927.38	FY 15/16 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 5/20/16

Attachment: District Spending FY 15.16 - April 2016 (2114 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016)



COUNCIL DISTRICT 3

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620113

As of April 30, 2016

Date	Amount	Description
7/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 7/22/15
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
11/16/2015	\$ 50.00	2015 State of Riverside County 11/19/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/8/2015	\$ 25.00	March Field Air Museum Annual Holiday Party 12/7/15
12/15/2015	\$ 15.00	Wake-up Moreno Valley Meeting 11/18/15
12/16/2015	\$ 100.00	Donation to Support MVPD Operation Holiday Cheer Program
12/23/2015	\$ 259.46	LCC Policy Committee Meeting 1/22/16 - Airfare
1/12/2016	\$ 15.00	Wake-up Moreno Valley Meeting 12/16/15
1/19/2016	\$ 24.30	Thank You Reception for Storm Response Team 1/20/16 - Refreshments
1/19/2016	\$ 60.05	Thank You Reception for Storm Response Team 1/20/16 - Refreshments
1/22/2016	\$ 71.75	LCC Policy Committee Meeting 1/22/16 - Parking/Tax (Petty Cash)
1/31/2016	\$ 20.00	Wake-up Moreno Valley Meeting 1/27/16
3/3/2016	\$ 55.00	Riverside County State of Education Address & Luncheon 2/15/16
3/7/2016	\$ 35.00	LCC Riverside County Division General Meeting 3/14/16
3/21/2016	\$ 76.75	District 3 Public Open Forum Meeting 3/21/16 - Refreshments (Petty Cash)
3/30/2016	\$ 14.66	Wake-up Moreno Valley Meeting 3/23/16
3/31/2016	\$ 50.00	Envisioning A New Ontario Airport Meeting 3/4/16
4/1/2016	\$ 181.46	LCC Policy Committee Meeting 6/3/16 - Airfare
4/7/2016	\$ 161.88	LCC Policy Committee Meeting 4/8/16 - Lodging
4/7/2016	\$ 21.33	LCC Policy Committee Meeting 4/8/16 - Breakfast/Parking (Petty Cash)
	\$ 1,336.64	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 1,663.36	FY 15/16 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 5/20/16



COUNCIL DISTRICT 4

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620114

As of April 30, 2016

Date	Amount	Description
7/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 7/22/15
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/8/2015	\$ 13.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking (Petty Cash)
9/10/2015	\$ 45.38	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Vehicle Rental
9/10/2015	\$ 8.00	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking
9/10/2015	\$ 9.49	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Fuel for Rental Vehicle
11/5/2015	\$ 106.50	USC Price EXED Local Leaders Program 11/20/-11/21/15 - Travel Per Diem
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
11/13/2015	\$ 75.00	BIA Casino Noir 11/19/15
1/21/2016	\$ 500.00	Donation to Teleton USA Fundacion
2/16/2016	\$ 45.00	452nd Air Mobility Wing Annual Awards Banquet 2/6/16
3/1/2016	\$ 129.12	IEEP 2016 State of the Region Address 3/24/16
3/3/2016	\$ 24.99	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Registration
3/9/2016	\$ 229.47	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Airfare
3/10/2016	\$ 7.50	District 4 Meet & Greet with Senior Citizens - Refreshments (Petty Cash)
3/11/2016	\$ 70.00	BIA St. Patrick's Day Mega Mixer 3/17/16
3/16/2016	\$ 442.44	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Lodging
3/28/2016	\$ 27.54	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Mileage
3/28/2016	\$ 96.00	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Travel Per Diem
3/30/2016	\$ 14.66	Wake-up Moreno Valley Meeting 3/23/16
3/31/2016	\$ 56.75	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Shuttle/Taxi Fare To/From (Petty Cash)
	\$ 1,976.34	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 1,023.66	FY 15/16 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 5/20/16



COUNCIL DISTRICT 5

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620115

As of April 30, 2016

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 9/23/15
10/8/2015	\$ 140.40	ADA Handicap Toilet Rental Edgemont Cleanup 10/9/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/16/2015	\$ 100.00	Donation to Support MVPD Operation Holiday Cheer Program
1/12/2016	\$ 15.00	Wake-up Moreno Valley Meeting 12/16/15
2/29/2016	\$ 500.00	Donation for New Dog Beds for MV Animal Shelter
3/8/2016	\$ 20.00	Wake-up Moreno Valley Meeting 2/24/16
3/11/2016	\$ 500.00	Donation to MV Ballet Folklorico Scholarship Assoc - 2016 City Council Sponsorship
3/30/2016	\$ 125.00	Time for Change Foundation 13th Annual Awards Gala 4/15/16
3/31/2016	\$ 132.30	PIP Printing - Peace March Flyers for 3/26/16 Event
4/5/2016	\$ 218.00	Donation to MV Boys & Girls Club - Cottonwood Foot-golf Banquet
4/11/2016	\$ 65.00	Riverside County School Boards Association Spring Conference 4/25/16
4/28/2016	\$ 25.00	Val Verde Unified School District Student of the Year Dinner 5/6/16
	<hr/>	
	\$ 1,925.70	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 1,074.30	FY 15/16 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.

Updated as of: 5/20/16



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: July 5, 2016

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN ELECTRIC VEHICLE PUBLIC CHARGING STATION RATE FOR MORENO VALLEY UTILITY (MVU)

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2016-56, a Resolution of the City Council of the City of Moreno Valley, California, Adopting an Electric Vehicle Public Charging Station Rate for Moreno Valley Utility (MVU).

SUMMARY

This report recommends adoption of a resolution that will amend the electric rates for the Moreno Valley Utility (MVU) to include an electric vehicle public charging station rate. The proposed rate is based on MVU's average commercial rate and includes third party processing charges.

This item was presented to the Utilities Commission on May 20th and to the Finance Subcommittee on June 16th.

DISCUSSION

Electric Vehicle Public Charging Stations

Moreno Valley Utility has recently completed the installation of electric vehicle public charging stations at the Walmart Shopping Center in the east end of Moreno Valley. The project was partially funded with a grant from the California Energy Commission (CEC), which was accepted by the City Council on January 27, 2015. The Walmart Shopping Center location was chosen because of its proximity to the 60 freeway and the Broadstone Rancho Belago Apartment complex. A Direct Current Fast Charger and

two (2) Level 2 chargers were installed, allowing for a total of five (5) electric vehicles to charge at once. Another similar project is planned in the City Hall parking lot, which will also be partially funded with a grant from the CEC through the South Coast Air Quality Management District (SCAQMD) in partnership with EVgo as well as with a Mobile Source Air Pollution Reduction Review Committee matching grant, also through the SCAQMD.

Third Party Payment Processing Fees

A third party, Greenlots in the case of the Walmart Shopping Center charging stations, and Chargepoint in the case of the City Hall charging stations, will process electric vehicle charging transactions and process payments. In exchange for this service, they charge a transaction and/or payment processing fee. This processing fee is included in the proposed electric vehicle public charging station rate.

Proposed Electric Vehicle Public Charging Station Rate

The proposed electric vehicle public charging station rate is based on MVU's average commercial rate, currently \$0.12 per kWh. Factoring in the third party processing fees and state mandated charges and taxes would add an additional \$0.09 per kWh. Therefore, the recommended electric vehicle public charging station rate for a Level 2 charger is \$0.21 per kWh and \$0.35 per kWh for a Level 3 charger (Direct Current Fast Charger). These rates are consistent with rates charged by other southern California cities that have electric vehicle public charging rates as shown in the table below. On the average, a Direct Current Fast Charging session would cost a customer approximately \$4.00.

City	Electric Vehicle Public Charging Station Rate	
	Level 2	Level 3 (DC Fast Chargers)
Moreno Valley	\$0.21 per kWh	\$0.35 per kWh
Glendale	-	\$0.34 per kWh*
Burbank	Off-peak	\$0.17 per kWh*
	Summer On-peak	\$0.31 per kWh*
Azusa	-	\$0.35 per kWh
Colton	\$0.20 per kWh	-
Banning	-	\$0.28 per kWh

*Rounded to nearest cent.

ALTERNATIVES

1. Adopt a proposed resolution to amend the Moreno Valley Utility (MVU) rate schedule to include an electric vehicle public charging station rate. *Staff recommends this alternative.*
2. Do not adopt a resolution to amend the Moreno Valley Utility (MVU) rate schedule to include an electric vehicle public charging station rate. *Staff does not recommend this alternative as free charging may be seen as a gift of public funds and does not appropriately recover the cost to serve.*

FISCAL IMPACT

Revenue from electric vehicle public charging stations is estimated at \$1,000 per year. The rates will be reviewed regularly and adjusted as necessary to reflect cost of service.

NOTIFICATION

Publication of the Agenda. Staff reached out to surrounding cities to ensure the rates being proposed are comparable to those of surrounding cities.

PREPARATION OF STAFF REPORT

Prepared By:
Clement Jimenez, P.E.
Senior Engineer, P.E.

Department Head Approval:
Marshall Eyerman
Chief Financial Officer/City Treasurer

Concurred By:
Jeannette Olko
Electric Utility Division Manager

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

1. Resolution No. 2016-56
2. Proposed MVU Rates Jun 2016 6-7-16

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/21/16 10:57 AM
City Attorney Approval	<u>✓ Approved</u>	6/16/16 4:36 PM
City Manager Approval	<u>✓ Approved</u>	6/22/16 6:13 PM

RESOLUTION NO. 2016-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY AND ESTABLISH SCHEDULE EV PUBLIC

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, on January 13, 2004, the City Council approved Resolution No. 2004-05 establishing the electric rates for Moreno Valley Utility; and

WHEREAS, on September 26, 2006, the City Council approved Resolution No. 2006-112 implementing a schedule to adjust Moreno Valley Utility electric rates to reflect the same schedule as Southern California Edison; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in these documents. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1
Resolution No. 2016-56
Date Adopted: July 5, 2016

Attachment: Resolution No. 2016-56 [Revision 4] (2019 : ADOPT AN ELECTRIC VEHICLE PUBLIC CHARGING STATION RATE FOR MORENO

1. The City Council hereby adopts the amended Moreno Valley Utility Rates, establishing Schedule EV Public, attached hereto as Exhibit A and incorporated herein, and on file in the Financial & Management Services Department.

APPROVED AND ADOPTED this 5th day of July 2016.

 Mayor of the City of Moreno Valley

ATTEST:

 City Clerk

APPROVED AS TO FORM:

 City Attorney

2
 Resolution No. 2016-56
 Date Adopted: July 5, 2016

Attachment: Resolution No. 2016-56 [Revision 4] (2019 : ADOPT AN ELECTRIC VEHICLE PUBLIC CHARGING STATION RATE FOR MORENO

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-56 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of July 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3
Resolution No. 2016-56
Date Adopted: July 5, 2016

Attachment: Resolution No. 2016-56 [Revision 4] (2019 : ADOPT AN ELECTRIC VEHICLE PUBLIC CHARGING STATION RATE FOR MORENO

Moreno Valley Utility
Electric Rates

Attachment: Proposed MVU Rates Jun 2016 6-7-16 [Revision 3] (2019 : ADOPT AN ELECTRIC VEHICLE PUBLIC CHARGING STATION RATE

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SCHEDULE A – RESIDENTIAL SERVICE

Applicability

Applicable to electric service for residential uses.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Basic Charge - \$/Day:

Single-Family Residence	\$ 0.031
Multi-Family Residence	\$ 0.024

Energy Usage Charge - \$/kWh:

Summer:

Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.13338
Tier 2 – 101% to 130% of Baseline	\$ 0.19117
Tier 3 – 131% to 200% of Baseline	\$ 0.22546
Tier 4 – All excess kWh, per kwh201% to 300% of Baseline	\$ 0.28469

Winter:

Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.13338
Tier 2 – 101% to 130% of Baseline	\$ 0.19117
Tier 3 – 131% to 200% of Baseline	\$ 0.22546
Tier 4 – All excess kWh, per kWh	\$ 0.28469

Public Purpose Programs:

All kWh per kWh	\$ 0.01770
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Monthly Minimum Charge:

Monthly Minimum Charge	\$ 10.00
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Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. **Baseline Rates:** Baseline rates are applicable only to separately metered residential use.
2. **Baseline Quantities:** The residential allocation shall be 15.5 kWhs per day in the Summer season and 11.0 kWhs per day in the Winter season.
3. **Summer and Winter Seasons** are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.

4. **Voltage:** Service will be supplied at one standard voltage.
5. For the purposes of applying the Basic Charge, the following definitions shall be used:

Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

6. **Medical Baseline Allocation:** Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 15.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	15.5	15.5	31.0
Winter	11.0	15.5	26.5

Medical Baseline Allocation Eligibility:

- a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or

b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

- | | |
|-----------------------------|-------------------------------|
| Aerosol Tent | Ultrasonic Nebulizer |
| Pressure Pad | Electrostatic Nebulizer |
| Apnea Monitor | Inhalation Pulmonary Pressure |
| Pressure Pump | Breather Machine (IPPB) |
| Compressor | Iron Lung |
| Concentrator | Dialysis Machine |
| Respirator (all types) | Hemodialysis Machine |
| Electronic Nerve Stimulator | Motorized Wheelchair |
| Suction Machine | Oxygen Generator |

Applying for the Medical Baseline Allocation:

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient’s physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility’s offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.
7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 20% is provided on monthly energy charges. Discount

applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

8. Family Electric Rate Assistance (FERA) Program: The FERA discount program is offered under the standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount the household must consist of three or more persons where the total gross income from all sources is no more than 250% of Federal Poverty Guidelines. Under this program a discount for qualified FERA households of 12% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

SCHEDULE B – GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW, or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - \$/Day:

Single-Phase Service	\$ 0.836
Polyphase Service	\$ 0.067

Energy Usage Charge - \$/kWh:

Summer, all kWh, per kWh	\$ 0.14395
Winter, all kWh, per kWh	\$ 0.11939

Public Purpose Programs:

All kWh per kWh	\$ 0.01449
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Monthly Minimum Charge:

Monthly Minimum Charge	\$ 10.00
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Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
2. Voltage: Service will be supplied at one standard voltage.

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Resolution No. 2016-56
Date Adopted: July 5, 2016

Attachment: Proposed MVU Rates Jun 2016 6-7-16 [Revision 3] (2019 : ADOPT AN ELECTRIC VEHICLE PUBLIC CHARGING STATION RATE

SCHEDULE C – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer’s monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - \$/Meter/Month:

Single Phase	\$ 221.90
Polyphase	\$ 207.62

Energy Usage Charge - \$/kWh:

Summer, all kWh, per kWh	\$ 0.06031
Winter, all kWh, per kWh	\$ 0.05333

Demand Charge - \$/kW:

	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$ 15.11	\$ 15.11
Time Related Demand Charge, per kW	\$ 16.01	\$ 0.00

Public Purpose Programs:

All kWh per kWh	\$ 0.01329
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Monthly Minimum Charge:

Monthly Minimum Charge	\$ 10.00
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Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows:

The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.

2. Voltage: Service will be supplied at one standard voltage.
3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by 23.3% for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by \$.00074 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.
6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.
7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.
 - a. Adjustment Rate:
 - i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by \$0.51 per kilovar of maximum reactive demand.
 - b. Determining the Reactive Demand:

-
- i. Service delivered and metered at voltages of 4 kV or greater:
 1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.
 - ii. Services delivered and metered at voltages less than 4 kV:
 1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.
 2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

**SCHEDULE SL – STREET LIGHTING SERVICE
MVU OWNED SYSTEM**

Applicability

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service kWhs/Month</u>	<u>\$/Lamp/Month</u>	<u>\$/Lamp/Month Public Purpose Programs</u>
9,500	100	40	\$11.26	\$0.44
16,000	150	67	\$13.35	\$0.73
22,000	200	85	\$14.89	\$0.93
27,500	250	108	\$16.76	\$1.19

Energy Usage Charge – Light Emitting Diode (LED) Lamps

Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service kWhs/Month</u>	<u>\$/Lamp/Month</u>	<u>\$/Lamp/Month Public Purpose Programs</u>
14,700	173	75	18.76	\$0.86

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.
2. Hours of Service: Under MVU's standard all night operating schedule, approximately 4,140 hours of service will be furnished.
3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.
4. Requirements and Restrictions:
 - a. The applicant for street light service shall specify the lamp size and location of streetlights.
 - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
 - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
 - d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.
 - e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).
5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

**SCHEDULE SL2 – STREET LIGHTING SERVICE
CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE
(UNMETERED)**

Applicability

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service kWhs/Month</u>	<u>\$/Lamp/Month</u>	<u>\$/Lamp/Month Public Purpose Programs</u>
9,500	100	40	\$ 4.92	\$0.44
16,000	150	67	\$ 6.51	\$0.73
22,000	200	85	\$ 7.61	\$0.93
27,500	250	108	\$ 9.01	\$1.19

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.
2. Requirements and Restrictions:
 - a. The applicant for street light service shall specify the lamp size and location of streetlights.
 - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
 - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

**SCHEDULE SL3 – STREET LIGHTING SERVICE
CUSTOMER OWNED SYSTEM SCHEDULE
(METERED)**

Applicability

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per Meter Per Month:	\$ 17.04
Energy Usage Charge - \$/kWh:	
All Year - all kWh, per kWh	\$ 0.05232
Public Purpose Programs:	
All kWh, per kWh	\$ 0.01098

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.
2. The customer will furnish and maintain all equipment beyond the meter.

SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE

Applicability

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per Meter Per Day:

Single-Phase Service	\$ 0.647
Polyphase Service	\$ 0.040

Energy Usage Charge - \$/kWh:

All kWh per kWh	\$ 0.10692
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Public Purpose Programs:

All kWh per kWh	\$ 0.01364
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Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates – Primary Voltage

Customer Charge:

\$/Meter/Month \$ 356.41

Energy Usage Charge - \$/kWh:

Summer

On-Peak \$ 0.09547
 Mid-Peak \$ 0.05556
 Off-Peak \$ 0.03806

Winter

Mid-Peak \$ 0.05689
 Off-Peak \$ 0.04201

Demand Charge - \$/kW:

	Summer	Winter
Facilities Related Demand Charge, per kW	\$16.89	\$16.89
Time Related Demand Charge, per kW		
On-Peak	\$17.54	\$0.00
Mid-Peak	\$4.84	\$0.00
Off-Peak	\$0.00	\$0.00

Public Purpose Programs:

All kWh per kWh \$0.01093

Minimum Monthly Charge See Conditions #4

Rates – Secondary Voltage

Customer Charge:

\$/Meter/Month \$ 680.37

Energy Usage Charge - \$/kWh:

Summer

On-Peak \$ 0.09824
Mid-Peak \$ 0.05803
Off-Peak \$ 0.03989

Winter

Mid-Peak \$ 0.05914
Off-Peak \$ 0.04374

Demand Charge - \$/kW:

	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$17.58	\$17.58
Time Related Demand Charge, per kW:		
On-Peak	\$16.92	\$0.00
Mid-Peak	\$4.79	\$0.00
Off-Peak	\$0.00	\$0.00

Public Purpose Programs:

All kWh per kWh \$ 0.01169

Minimum Monthly Charge:

Minimum Monthly Charge See Condition #4

Energy Cost Adjustment

- The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

- Time periods are defined as follows:

On-Peak: Noon to 6:00 p.m. Summer weekdays except holidays
Mid-Peak: 8:00 a.m. to Noon and 6:00 p.m. to 11 p.m. Summer weekdays except holidays; 8 a.m. to 9 p.m. Winter weekdays except holidays
Off-Peak: All other hours

Holidays are defined as New Year's Day (January 1), Martin Luther King's Birthday (third Monday in January), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on June 1 and will continue until 12:00 a.m. on October 1 each year. The Winter season begins at 12:00 a.m. on October 1 and continues until 12:00 a.m. on June 1 of the following year.
3. Voltage: Service will be supplied at one standard voltage.
4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.
7. Power Factor Adjustment: The billing will be adjusted each month for power factor.
 - a. Adjustment Rate: The customer's bill will be increased each month for the power factor \$0.51 per kilovar of maximum reactive demand.
 - b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15 minute metered interval in the month. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the

kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE

Applicability

Applicable to general service and domestic service customers.

Territory

Within the entire territory served by Moreno Valley Utility.

Rate

For each establishment of electric service, a charge will apply.

Special Conditions

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.
2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.
3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.

SCHEDULE NEM – NET ENERGY METERING

Applicability

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU's system (interconnected) and meet program requirements.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate shall be \$0.08979 per kWh applied to any net surplus energy remaining at the end of the customer's twelve (12) month billing period ("relevant period").

Special Conditions

1. NEM customers will receive a credit for the surplus electricity supplied to MVU's system.
2. This credit will be applied to the customer's energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for "net" energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU's system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the "relevant period") will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).
8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.

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9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle, or receive payment for any net surplus energy at the end of your 12-month relevant period.
 10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.

SCHEDULE ED – ECONOMIC DEVELOPMENT (“ED”) RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein. Local Hiring Incentive applicable to certain other rate classes as described in Special Condition No. 6.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility’s service territory.

2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer’s past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer’s current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.

3. A New Customer shall meet the following criteria:
 - a. Targeted industries
 - i. Logistics/Distribution
 - ii. Medical/Healthcare
 - iii. Auto Dealerships

 - b. Job Creation

i. Tier 1 Discount Rate	150 – 499 jobs
ii. Tier 2 Discount Rate	500 – 999 jobs
iii. Tier 3 Discount Rate	greater than 1000 jobs
iv. Tier 4 Discount Rate	350 jobs minimum
v. Tier 5 Discount Rate	200 jobs minimum

 - c. City Revenue Producer – either sales tax or use tax generation
 - i. Tier 1a Discount Rate

- ii. Tier 4 Discount Rate - minimum \$40,000 annual sales tax revenue to the City

Territory

Within the entire territory served by Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer’s otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer’s otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4
Year 1	19.00%	21.50%	24.00%	26.50%
Year 2	16.00%	18.50%	21.00%	23.50%
Year 3	13.00%	15.50%	18.00%	20.50%
Year 4	10.00%	12.50%	15.00%	17.50%
Year 5	7.00%	9.50%	12.00%	14.50%

	Tier 5
Years 1 – 4	20.00%
Years 5 – 8	15.00%
Years 9 – 12	10.00%
Years 13 - 16	5.00%

Special Conditions

1. **Term**: Economic Development Rate Agreements entered into under this Schedule shall be for a single five-year term, except for Tier 5, which shall be for a single sixteen-year term.
2. **Approval**: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.
3. **Agreement**: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the applicable term of the Agreement.
4. **Minimum Load**: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1 and 2 above, respectively, must agree to maintain a minimum level of load for five years for Tiers 1 through 4 and sixteen years for Tier 5 from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.
5. **Jobs**: Job as prescribed in Section 3c above is defined as Full Time Equivalent that is working at least 1750 hours per year. The Customer retains authority in making individual hiring decisions. This program does not require the Customer to hire any person who does not have the experience and ability to qualify such persons for a job.
6. **Local Hiring Incentive**: The Local Hiring Incentive is available for Tier 1 through Tier 5. Customers who qualify under Tiers 1 – 4 and voluntarily hire at least 20% of Full Time Equivalent (FTE) employees that are City of Moreno Valley residents will receive an additional discount of 2%; those Customers who hire at least 40% of Full Time Equivalent (FTE) employees that are City of Moreno Valley residents will receive an additional discount of 4%. For Customers eligible for the Tier 5 discount, the Local Hiring Incentive is an additional 1% discount for Customers who voluntarily hire at least 20% of FTE employees that are City of Moreno Valley residents. The additional 1% discount will be applied to the first five years of the sixteen-year term. Any additional discounts will apply to the Energy Charge and Demand Charge. Customers must certify the local hire percentage each year to remain eligible for the additional discount.

7. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.
8. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.
9. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.
10. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.
11. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City’s approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer’s normal billing cycle.
12. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.
13. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.
14. City Manager: The City Manager or his/her designee may offer to customers an Economic Development Rate and term based upon the actual cost to serve the customer. The customer must sign a Moreno Valley Economic Development Rate Agreement, and such Agreement shall be approved by the City Council. All other terms and conditions under this rate schedule shall apply.



SCHEDULE ED-BR - ECONOMIC DEVELOPMENT- BUSINESS RETENTION RATE

Applicability

This Schedule is applicable to the anchor stores at Stoneridge Towne Centre and Moreno Beach Plaza, whose building size is 25,000 square feet or larger and have 30 or more employees.

1. The Customer must demonstrate to the satisfaction of the City that relocation of its entire operation to a site outside of Moreno Valley Utility's service territory is a viable alternative or that the threat of closure of the Customer's existing facilities is otherwise imminent.
2. The Customer must provide:
 - a. An affidavit that "but for" the economic development retention rate incentives, in combination with other city-sponsored incentives, such customer would relocate outside of the City's electric service territory, and
 - b. Substantial evidence demonstrating the business has considered viable locations outside of Moreno Valley's service territory including but not limited to incentive offer letters from competing states, local jurisdictions and economic development organizations and/or real estate sale and lease agreements for competing sites, or
 - c. Substantial evidence documenting the imminent threat of facility closure, including but not limited to letters from business owners or appropriate corporate officers documenting the circumstances which have led to this imminent threat and why the Business Retention Rate is necessary to retain the business within Moreno Valley Utility's service territory.
3. The Customer must agree to maintain a minimum level of load for five years from the date service is first rendered as set forth in the Economic Development Rate Agreement for Business Retention.

Territory

Within the entire territory served by Moreno Valley Utility.

Rates

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Resolution No. 2016-56
Date Adopted: July 5, 2016

Except as provided herein, or in the Economic Development Business Retention Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

- Year 1 20%
- Year 2 20%
- Year 3 20%
- Year 4 0%
- Year 5 0%

Special Conditions

1. **Term:** Economic Development Rate Agreement for Business Retention entered into under this Schedule shall be for a single five-year term.
2. **Approval:** Application of this Rate Schedule shall be subject to the approval of the Public Works Director or his designee, based on meeting the eligibility criteria outlined herein.
3. **Agreement:** The customer must sign a standard Moreno Valley Economic Development Rate Agreement for Business Retention in order for the rates under this Schedule to be applicable. In addition to the terms of this Schedule, the Economic Development Rate Agreement for Business Retention shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the five-year term of the Agreement.
4. **Minimum Load:** All customers must agree to maintain a minimum level of load for five years from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement for Business Retention.
5. **State Mandated Public Purpose Charge:** All bills rendered under this Schedule shall be subject to the Public Purpose Charge as established by the City Council.
6. **Miscellaneous Fees and Charges:** Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or "green power" premiums.

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7. Effective Date: The Agreement becomes effective upon execution by the parties, and the Economic Development Business Retention Rate commences with the customer's normal billing cycle following execution of the Agreement by both parties.
 8. Restrictions: Residential customers, small commercial customers, and federal, state or local government agencies are not eligible to apply for service under this Schedule.

SCHEDULE EV PUBLIC – ELECTRIC VEHICLE PUBLIC CHARGING

Applicability

This Schedule is applicable to electric vehicle charging stations owned and maintained by Moreno Valley Utility.

Charging type	Voltage	Charging time
Level 2	240V	4 to 8 hr*
Level 3	480V	20 to 30 min*

*Actual time depends on the car make, model, and size of battery

Territory

Within the entire territory served by Moreno Valley Utility.

Rates

Level 2 City Owned Charging Station	\$0.21 per kWh
Level 3 City Owned Charging Station	\$0.35 per kWh



Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 5, 2016

TITLE: PA15-0041 – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF ABUTTER’S RIGHTS OF ACCESS ALONG A PORTION OF PARCEL 10 OF PARCEL MAP 34411 LOCATED ON THE NORTH SIDE OF EUCALYPTUS AVENUE WEST OF MORENO BEACH DRIVE. OWNERS: M.R. STERLING, LLC

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2016-57, a Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of Abutter’s Rights of Access along a Portion of Parcel 10 of Parcel Map 34411 located on the North Side of Eucalyptus Avenue West of Moreno Beach Drive.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder’s office for recording.

SUMMARY

This report recommends adoption of the proposed resolution for the summary vacation of abutter’s rights of access along a portion of Parcel 10 of Parcel Map 34411 located on the north side of Eucalyptus Avenue west of Moreno Beach Drive. The project conditions of approval for plot plan PA15-0041 require the summary vacation of abutter’s rights of access prior to the construction of a proposed automobile dealership.

DISCUSSION

The City Council approved Parcel Map (PM) 34411 on June 20, 2006 for the subdivision of two parcels into twenty-four individual parcels designated as Parcels 1 through 24. As a requirement by the City for approving the parcel map, the property owner released

and relinquished the abutter's rights of access, along the north side of Eucalyptus Avenue, to the City and the City accepted the access rights. This is a typical requirement of subdivisions located along arterial streets in an effort to limit the pedestrian and vehicular access to only those locations that were reviewed and approved on the parcel map.

Subsequent to the parcel map approval, the Community Development Department of the City of Moreno Valley approved plot plan PA15-0041 on January 5, 2016 for the construction of an approximately 24,000 square-foot automobile dealership with service center to be located over a portion of Parcel 10 of PM 34411. The developer proposed an additional driveway entrance within the restricted access rights along Parcel 10. City staff reviewed and approved the proposed entrance on the condition that the abutter's rights of access are summarily vacated pursuant to the Streets & Highway Code. The abutter's rights of access at the proposed entrance is excess street right-of-way and not required for present or prospective street or highway purposes. The summary vacation must be completed prior to issuance of building permits in accordance with the project conditions of approval.

Therefore, in accordance with Section 8334(a) of the Streets & Highway Code, staff is recommending the summary vacation of the abutter's rights of access, as described and shown in the exhibits attached to the proposed resolution, for the following reason: the abutter's rights of access are excess right-of-way of a street or highway and not required for street or highway purposes.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as this will allow the City to summarily vacate the abutter's rights of access which are unnecessary for present or prospective public use purposes. This will also allow for the construction of the proposed project driveway entrance as approved by the City.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as this will not allow the City to summarily vacate the abutter's rights of access. This will also not allow for the construction of the proposed project driveway entrance as approved by the City.*

FISCAL IMPACT

No fiscal impact.

NOTIFICATION

The public has been notified by publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:

Department Head Approval:

Vince Girón
Associate Engineer

Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Michael Lloyd, P.E.
Interim Engineering Division Manager

CITY COUNCIL GOALS

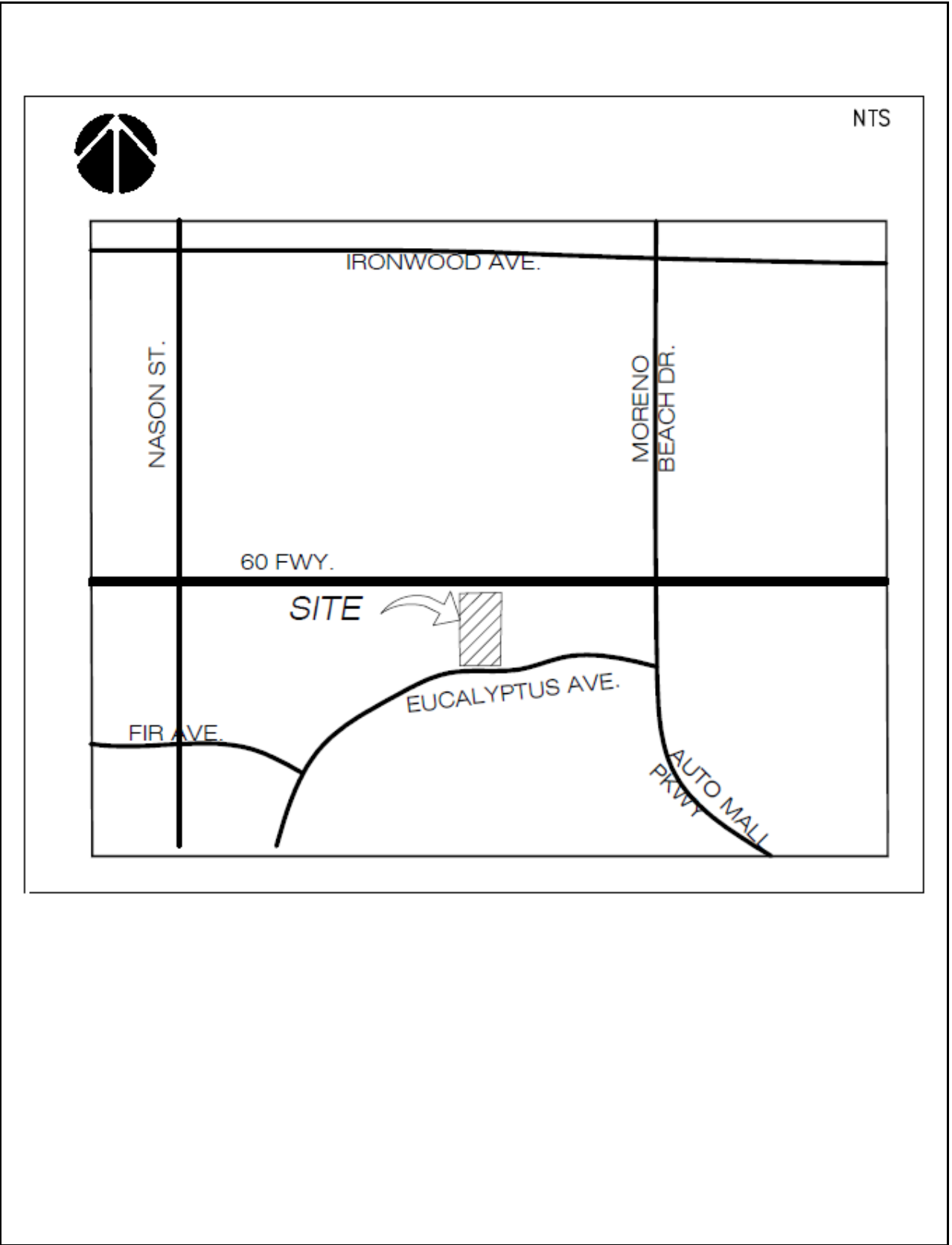
Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

- 1. Vicinity Map PA15-0041
- 2. Resolution 2016-57 - PA15-0041 - Abutter's Rights Vacation

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/13/16 7:55 AM
City Attorney Approval	<u>✓ Approved</u>	6/22/16 9:25 AM
City Manager Approval	<u>✓ Approved</u>	6/22/16 6:12 PM



CITY OF MORENO VALLEY
 PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA15-0041
 VACATION OF ABUTTER'S
 RIGHTS OF ACCESS

Attachment: Vicinity Map PA15-0041 (1987 : PA15-0041 ? PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF ABUTTER'S RIGHTS

RESOLUTION NO. 2016-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE SUMMARY VACATION OF ABUTTER’S RIGHTS OF ACCESS ALONG A PORTION OF PARCEL 10 OF PARCEL MAP 34411 LOCATED ON THE NORTH SIDE OF EUCALYPTUS AVENUE WEST OF MORENO BEACH DRIVE

WHEREAS, the abutter’s rights of access along Eucalyptus Avenue were released and relinquished to the City of Moreno Valley, California, as shown on Parcel 10 of Parcel Map 34411; and

WHEREAS, a portion of abutter’s rights along said Parcel 10 are no longer necessary for present or prospective use for street or highway purposes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1

That pursuant to the provisions of Chapter 4, Part 3, of Division 9 of the Streets and Highways Code of the State of California, designated the “Public Streets, Highways, and Service Easements Vacation Law,” the following described portion of right-of way is vacated and abandoned.

That said portion of abutter’s rights of access as shown on Parcel 10 of Parcel Map 34411 recorded in Book 217, of Parcel Maps, Pages 67 through 72, in the City of Moreno Valley, County of Riverside, State of California described in the attached legal description and illustrated on the plat, attached hereto and made a part hereof, marked Exhibits “A” and “B”, respectively.

That from and after the date of recordation of this resolution, the said portion of abutter’s rights of access are deemed excess right-of-way for street and highway purposes, are summarily vacated and no longer constitute a street or highway right-of-way.

Section 2

That the City Clerk of the City of Moreno Valley, California, shall cause a certified copy of this Resolution to be recorded in the office of the Recorder for the County of Riverside, California.

Attachment: Resolution 2016-57 - PA15-0041 - Abutter's Rights Vacation [Revision 1] (1987 : PA15-0041 ? PROPOSED RESOLUTION FOR THE

APPROVED AND ADOPTED this 5th day of July, 2016.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-57 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 3rd day of May, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

ABUTTER'S RIGHTS OF ACCESS VACATION

THAT PORTION OF RESTRICTED ABUTTER'S RIGHTS OF ACCESS, RELEASED AND RELINQUISHED TO THE CITY OF MORENO VALLEY, LYING WITHIN PARCEL 10 OF PARCEL MAP NO. 34411, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 217, PAGES 67 THROUGH 27, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE SOUTHERLY LINE OF SAID PARCEL 10, SAID POINT BEARS SOUTH 89° 24' 54" EAST 15.63 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS " N 89° 24' 54" W 194.49' " ON SAID PARCEL MAP NO. 34411; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 24' 54" EAST 116.61 FEET TO THE POINT OF TERMINATION.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO THE COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS, IF ANY, OF RECORD.

PREPARED BY ME OR UNDER MY DIRECTION

Theodore M. Krull *6-27-16*
THEODORE M. KRULL L.S. 5848 DATE



SRN: 351.2916001
June 7, 2016
N:\Acadproj\CSC\ss2916\LEGALS\VACC VAC.doc

PA15-0041
CITY ID # _____

Attachment: Resolution 2016-57 - PA15-0041 - Abutter's Rights Vacation [Revision 1] (1987 : PA15-0041 ? PROPOSED RESOLUTION FOR THE

EXHIBIT "B"

SHEET 1 OF 1 SHEET

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
OF ABUTTER'S RIGHTS OF ACCESS VACATION



GRAPHIC SCALE

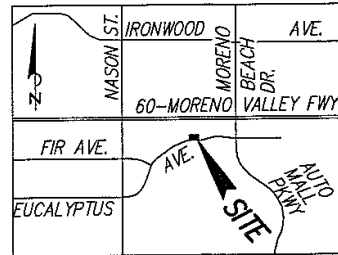


(IN FEET)
1 inch = 30 ft.

LEGEND:



RESTRICTED ABUTTERS
RIGHTS OF ACCESS PER
P.M.B. 217 / 67-72.



VICINITY MAP
NOT TO SCALE

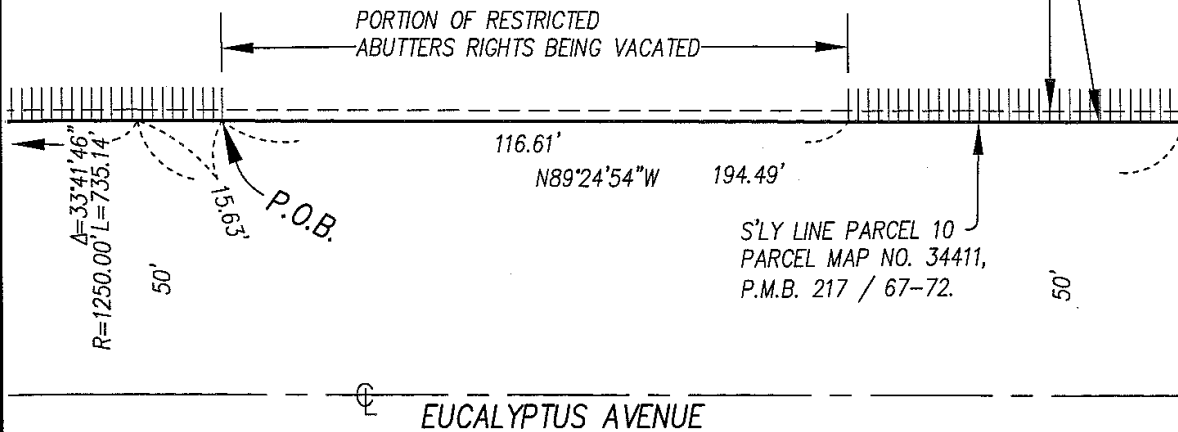
PARCEL 10

PARCEL MAP No. 34411

P.M.B. 217 / 67-72

2.00' EASEMENT TO THE CITY OF
MORENO VALLEY FOR PUBLIC ACCESS
PURPOSES, DEDICATED ON PARCEL MAP
NO. 34411, FILED IN BOOK 217, PAGES
67 THROUGH 72, INCLUSIVE, OF PARCEL
MAPS, RECORDS OF RIVERSIDE COUNTY.

PARCEL MAP No. 30882 P.M.B. 208 / 3-8



PREPARED BY ME OR UNDER MY DIRECTION

Theodore M. Krull 6-07-16
THEODORE M. KRULL L.S. 5848 DATE

PA15-0041
CITY ID# _____



Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: July 5, 2016

TITLE: AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH PROGRAM

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Contract Services with Community Now, located at 28604 Maranda Court in Moreno Valley.
2. Authorize the City Manager to execute the Agreement for Contract Services with Community Now.
3. Authorize the issuance of a purchase order in the amount of \$320,000 when the contract has been signed by all parties.
4. Authorize the City Manager to execute any subsequent related Amendments to the Agreement, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with Community Now to provide a community outreach program to encourage walking and biking to school. The project is funded by the Highway Safety Improvement Program and by DIF Traffic Signals.

DISCUSSION

On July 9, 2013 the City Council authorized staff to submit applications for Cycle 6 of the Highway Safety Improvement Program (HSIP), which included this program in the set of authorized applications. Staff has attached the original staff report requesting authorization to submit the application as well as a copy of the resulting successful

application.

On April 8, 2014 the City Council accepted a HSIP grant from Caltrans to hire a contractor to work with City and school staff to encourage walking and biking to all 28 elementary schools in Moreno Valley city limits (the staff report to accept the grant is attached.) A separate component of this project, involving installation of pedestrian countdown heads and Americans with Disabilities Act-compliant pedestrian pushbuttons, is currently underway and approximately 75% complete. The delay between award acceptance and implementation of the program was due to the need for federal environmental clearance and subsequent CalTrans approval. The project's infrastructure and outreach components are roughly equal in value (\$439,400 for infrastructure and \$417,600 for outreach). This competitively secured funding can only be used for the purposes stated in the grant application. Caltrans will reimburse the City up to 90 percent of the total costs.

The City issued a Request for Proposals for the outreach program on April 28, 2016. The project was advertised in the Riverside Press-Enterprise and the San Bernardino American Newspaper. Three proposals were received:

1. Community Now
2. Alta Planning & Design
3. Inland Empire Biking Alliance

The proposals are attached to this staff report.

A three-member panel, which included one person from outside the organization, reviewed and scored the proposals. All three firms were invited to interview, but the Inland Empire Biking Alliance declined the invitation due to the withdrawal of a key subconsultant. The remaining two firms were interviewed by the selection panel, and based upon the evaluation scoring, Community Now was deemed the best qualified.

The program is funded for one school year. Activities to be undertaken include:

1. Conduct an "Introduction to Safe Routes to School" community workshop for all interested parties.
2. Conduct a walkability audit at each elementary school.
3. Update the City's Suggested Routes to School maps based on the findings of the walkability audits.
4. Recruit and organize a volunteer crossing assistant program to observe and assist walkers and bikers.
5. Conduct Walk/Roll To School events at each elementary school.
6. Conduct one bicycle safety event at each elementary school.
7. Conduct surveys to identify obstacles to walking and/or biking to school.
8. Collect data to determine the program's impact; prepare a final report.

Community Now proposed three subconsultants which collectively would receive approximately 60% of the total contract value for their services:

- VMA Communications, a certified Disadvantaged Business Enterprise, to prepare printed materials and provide translation services.
- Safe Moves, to conduct bike rodeo workshops.
- KOA Corporation, to assist with workshops, the walking audits, and prepare revised Suggested Routes to School maps.

Caltrans determined on December 18, 2014 that the Project is a Categorical Exclusion under the National Environmental Policy Act (NEPA), Section 23 CFR 771.117(c)(4). On October 6, 2015 Caltrans authorized the City to proceed with completing the project.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow for services to be provided coincident with the academic calendar.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it would delay the project and potentially result in increased cost or loss of grant funding.*

FISCAL IMPACT

The Project is included in the Fiscal Year 2016/2017 CIP. The project is funded with DIF Traffic Signal funds (Fund 2902). As mentioned previously, the HSIP grant administered by Caltrans will reimburse up to 90 percent of the total costs. There is no impact to the General Fund.

ANTICIPATED PROJECT SCHEDULE:

Award Contract July 2016
 Perform activities listed above..... August 2016-June 2017
 Final report July 2017

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
 John Kerenyi
 Senior Engineer, P.E.

Department Head Approval:
 Ahmad R. Ansari, P.E.
 Public Works Director/City Engineer

Concurred By:
 Eric Lewis, P.E., T.E.
 City Traffic Engineer/Transportation Division Manager

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

ATTACHMENTS

1. Agreement for On-Site and/or Professional Services
2. Grant application
3. Proposal from Community Now
4. Proposal from Alta Planning and Design
5. Proposal from Inland Empire Biking Alliance
6. Staff report July 2013 HSIP Grant Application
7. Staff report April 2014 Accept HSIP Grant

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/14/16 7:41 AM
City Attorney Approval	<u>✓ Approved</u>	6/13/16 2:23 PM
City Manager Approval	<u>✓ Approved</u>	6/23/16 11:17 AM

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **Community Now, a Non-Profit Corporation**, with its principal place of business at **28604 Maranda Court in Moreno Valley**, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional Public Outreach contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional Public Outreach contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the Safe Routes to School Program as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor’s Name: Community Now
 Address: 28604 Maranda Court
 City: Moreno Valley State: CA Zip: 92555
 Business Phone: (951) 333-9965
 Business License Number: 26251
 Federal Tax I.D. Number: 46-2624331

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.

Attachment: Agreement for On-Site and/or Professional Services (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO

D. The term of this Agreement shall be from **Date Fully Executed** to **December 31, 2017** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. **Control of Work.** Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. **Intent of Parties.** Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. **Subcontracting.** Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. **Conformance to Applicable Requirements.** All work prepared by Contractor shall be subject to the approval of City.
- E. **Substitution of Key Personnel.** Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Shor Denny and Chekota Russell.**

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Shor Denny**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and

demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. 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:

The Contractor 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 Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor 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/ \$2,000,000 aggregate
- Property Damage \$500,000 per occurrence/ \$500,000 aggregate

~~Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.~~

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City 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 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 Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this 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 Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above 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 insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

Attachment: Agreement for On-Site and/or Professional Services (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor 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.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of

the Contractor’s time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official 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.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Community Now
28604 Maranda Court
Moreno Valley, CA 92555
Attn: Shor Denny

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: John Kerenyi, Senior Engineer, Public Works Dept.

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City’s Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No

waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)

Attachment: Agreement for On-Site and/or Professional Services (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO

5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Community Now

BY: _____
City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

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

Attachment: Agreement for On-Site and/or Professional Services (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO

**SCOPE OF WORK
(SOW)
RFP #808 0014 HSIPL-5441 (061)**



EXHIBIT A

Attachment: Agreement for On-Site and/or Professional Services (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO

Revision 0.1

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Attachment: Agreement for On-Site and/or Professional Services (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO

Purpose

This project will implement a Safe Routes to School program to enhance the safety of children in several respects. The Moreno Valley Safe Routes to School program will educate students on safely walking and biking to school, encouraging non-motorized modes of transportation to school, and reduce congestion at the school sites. This will also acclimate the drivers in the area to a multi-modal environment.

Revision History

Revision Date	Version	Changes
6/2/2016	1	NONE

Attachment: Agreement for On-Site and/or Professional Services (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO

INTRODUCTION/BACKGROUND

- The program will expand and strengthen all efforts and partnerships into a comprehensive and cohesive quarterly SRTS program covering the city's 23 MVUSD and 5 VVUSD elementary schools. Our team will implement new education and encouragement activities, create updated suggested route to school maps, coordinate walk/bike days, bike rodeos and exciting school-site safety activities.
- Community Now is able to collaborate with the City Project manager and the administrators of the school districts enabling a cohesive citywide effort. Since the school enrollment boundaries encompass all 28 campuses and cover the entire city, many benefits achieved through implementation of this SRTS project will also improve walkability and quality of life for all community members in Moreno Valley.
- In the last five years, Moreno Valley has supported our efforts to sustain a volunteer crossing guard program and helped develop the program model that is currently in place. The Moreno Valley Unified School District funded schools are; Badger Springs MS, Honey Hollow, Chaparral Hills, Hendrick Ranch, Bear Valley and Butterfield Elementary.

Combining the efforts of the current Moreno Valley Unified School District funded program and the new SRTS HSIP program funded by the city of Moreno Valley will produce an enhanced new approach to current collaborations established with the city of Moreno Valley, the Moreno Valley School District and the Val Verde School District.

SCOPE OF WORK/SCOPE STATEMENT

Moreno Valley has built a strong foundation of prior school-based engineering, enforcement, education, and encouragement efforts, and we applaud the City and School District for taking this next step in creating a program that will enhance the safety of our schoolchildren throughout the city.

The quarterly Walk/Roll Day volunteer crossing guard program will supplement current staff crossing guards and provide added safe passages for our youth. The bike/walk days, continuous safety education, and bike rodeos improve the perception that walking or biking are fun and safe activities. Every school will have a chance to participate in the fun by participating in an at school walkability audit which can reduce negative perceptions of walking/biking to school, reduce pedestrian, bike incidents around school sites, and encourage others who normally do not walk or bike to school to get involved.

PERIOD OF PERFORMANCE

The Moreno Valley Safe Routes to School (SRTS) Program Project 808 0014/federal and project HSIPL-5441(061) will commence June 13, 2016 and end August 30 2016.

KEY PROJECT ACTIVITIES

Project Initiation/Planning:

- Set up Project Tracker with Vertex42 and include invitations to key personnel
- Meet with School Administrators
- Invite key stakeholders to participate in SRTS-PDT meetings
- Design and produce surveys for each of the 28 schools
- Design and develop administrative brochure about program
- Create "Master Events Calendar" for Walk and Roll Days
- Introduce program at the MVUSD Principals Summit
- Conduct one-day long introduction workshop offering a PowerPoint overview of the philosophy and approach of National SRTS Partnership held at City Hall and introduce HSIP program highlights
- Coordinate with City and School District to promote event.
- Post brochure on city website to promote event
- Provide hospitality for morning and lunch
- Distribute brochures to attendees
- Walk the perimeters up to ½ mile of each school to make note of all safety concerns and other Safe Routes related issues.
- Conduct walkability audits at all school sites to determine the existing conditions at each school site.
- Invite school officials, parents and all stakeholders.
- Identify "park and walk" sites as an alternative
- Create summary reports for the City of Moreno Valley, MVUSD and VVUSD

Mapping Phase:

- Identify infrastructural hindrance or "gaps" to walking and bicycling around participating schools
- Schedule the walk audits at each of the participating schools
- Provide printed and digital aerial maps of the school site and adjacent "walkshed" to aid in issue documentation
- Interactive activities geared to identify most used routes as well as current walking/biking impediments or challenges identified by the stakeholders
- Survey our stakeholders (IE School Leadership, Parents, Students and other interested Parties) then compile recommended walking routes to be reviewed, approved and implemented by the City of Moreno Valley

- Brief presentation on SRTS walkability issues and best practices, followed by a walk audit in the field with school site, district, and City staffs, as well as parents and members of the school community
- schedule up to 28 public outreach events utilizing the current GIS map
- develop 25 suggested route maps (11" x 17") for each school site – Print and PDF

Volunteer Crossing Assistant Phase:

- Recruit and organize a volunteer crossing assistant program year round at each school site
- Train our volunteers on "Conflict Resolution", "How to Identify Suspicious Behaviors," "Customer Service", "Crossing Guard" and "Safety Education"
- Online certification of Crossing Guards and Walking School Buses through casaferoutes.org
- Host 3 week training courses that includes practical training
- Conduct background checks on each crossing assistant
- Provide roster of certified and background check approved volunteers to the City of Moreno Valley and the School Districts
- We will assign approved volunteer crossing assistants with specific posts on Walk and Roll Day Events
- school site volunteers are properly identified by issuing "Moreno Valley Safe Routes Volunteer" vests

SR2S Implementation Phase:

- Facilitate Walk and Roll Day Events
 - Market Walk and Roll Day as a special event to parents and students
 - encourage participation and recruit volunteers at Back to School Nights
 - meet with school site administration to develop timeline for education and encouragement
 - ensure that all school site volunteers are properly identified and processed through the city and school district
 - train all volunteers on "Conflict Resolution", "How to Identify Suspicious Behaviors," "Customer Service", "Crossing Guard" and "Safety Education"
 - Create, design and distribute site specific flyers prior to each Walk and Roll Day Event
 - coordinate "park and walk" points
 - Conduct student tallies for each event

- Host Bicycle Rodeo after school on EACH Walk and Roll Day
 - promote and encourage participation
 - student permission slips included with flyer
 - include Think Together and their students to participate
 - The Bicycle and Pedestrian Rodeos are interactive hands-on programs allowing children to experience traffic situations as pedestrians and bicyclists in a traffic simulation course called "Safe Moves City". By using a realistic course, the ability of students to recognize and avoid traffic hazards and to walk and ride safely is improved. The lesson plans and traffic situations become more challenging for the upper grades so as to accommodate their "real life traffic challenges".
 - Students in Kindergarten through 3rd grade participate as pedestrians in a developmentally appropriate method. The goal of the program is not only to make children aware of ways to stay safe, but to help them develop the knowledge into an automatic behavioral response.
 - Students in grades 4–12 can participate as pedestrians and bicyclists.
 - Bicycles and helmets will be provided for those students who don't have one. Students are taught how to properly fit and adjust their bicycle helmets as well as conduct a bike check for tires, brakes, seat and handlebars.
 - To promote the power of bicycling, a blender bike will be available for students to cycle to make a smoothie.
 - The "Safe Moves City" Pedestrian Course features sidewalks, intersections, crosswalks, traffic signs and signals, trucks, buses, residential area, business district with stores & parking lots entrances & exits, alleyways, bike lanes, railroad tracks with train, signal, gate and signs, school and traffic sign costume characters.
 - All lesson plans are designed to be age-appropriate and administered by trained safety instructors. Lesson Plans are as follows:
 - Safe places to ride and walk (street, sidewalk, bike lane – depending on age)
 - Unsafe places to ride and walk
 - Explanation of traffic signs and signals
 - Rights and responsibilities of bicyclists and pedestrians

- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle and pedestrian collisions
- Use of bike racks, bike lanes, bike paths, bike trails
- Skills (stopping, balancing, braking, left shoulder check, scanning)
- Explanation and demonstration of the role of crossing guards
- California Vehicle Code laws and regulations
- Explanation/simulation of traffic environment (infrastructure)
 - Conduct surveys at each event for future evaluation
- Conduct a Personal Safety Assembly at Each School
 - Each assembly is 40 minutes; 2 assemblies separated by grade (k-3 and 4 & 5)
 - Songs are: "Who's a Stranger?", "Take a Buddy with Ya", "Get Permission", and "Run, Run, Yell and Tell"
 - Teach "Look Left, Right, and Left Again"
 - Karaoke style songs with words displayed on screen
 - After each song we discuss why it's important to remember
 - Songbooks are provided
- Host and facilitate up to 3 Volunteer Appreciation Events

Reporting and Close:

- Conduct surveys at end of year at all schools
- Compile all the monthly reports and produce a final report documenting qualitative assessment of mode shift.
- Compare participating school sites to the control group
- Prepare a detailed report that reflects the differences and similarities of the participating and control sites.
- Compile Final Report assessing impact and evaluations

PROJECT APPROACH & RESOURCE PLAN

Community Now (CN)

Will oversee and ensure that all work is completed in a timely and professional manner with an emphasis on providing the City with a high quality SRTS program. In addition to monitoring the entire scope of work, CN will develop and facilitate all meetings. CN will continue collaboration with the City and report directly to the City's Project Manager. We will act as a liaison between the City and all stakeholders in order to accomplish the full program services intended by the City.

Will report directly to the City's Project Manager and act as a liaison between the City and all stakeholders in order to accomplish the full program services intended by the City. CN will coordinate and manage the schedule of services to ensure that all deliverables are met in a timely manner.

VMA Communications

Will rally excitement around the Safe Routes to School Program, VMA Communications will Inform and engage the community about benefits of the Safe Routes to School program. Inform school site administrators and staff of their role in the Safe Routes to School program. Drive attendance at community-wide Safe Routes meetings, drive participation in walk/roll events at each of the 28 school sites. Media coordination, media advisories/press releases, Newspaper Ads

- Brochures:
 - 1 for Staff/Administrators
 - 1 for Community/Parents
 - Community-Wide Meeting Flyers
 - School Site-Specific Flyers (2 designs)
 - 1 Advertising Walk/Roll Days
 - 1 Advertising School Site Meetings
 - School Site Banners

Safe Moves (SM)

Will collaborate with CN on all Walk/Bike activities scheduling and, facilitating 84 bike/pedestrian rodeos and promoting the quarterly Walk/Roll events at each school site

KOA Corporation

KOA will create a template for the SRTS route maps that will be shared with the team and the City for approval. Community Now will collect all the data using a tool that would allow importing into GIS (google earth) and provide a suggested route to school for each school based on the data and community input received at the walk audits. KOA will review the suggested routes and provide an engineering perspective to the suggested routes when developing the 28 SRTS route maps. KOA will use ArcGIS software to create a database of the suggested routes so that maps can easily be updated for future years when safety improvements are introduced into the area.

EXHIBIT B**SERVICES TO BE PROVIDED BY THE CITY**

1. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
3. Provide timely City staff liaison with the Contractor when requested and when reasonably needed.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$320,000.
2. The Contractor 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 City. Any invoice not paid 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 Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the [Public Works](#) Department at techinfo-capproj@moval.org or calls directed to (951) 413-3140.
3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)

- E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

APPLICATION FOR CYCLE 6 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

APPLICATION SUMMARY

This summary page is filled out automatically once the application is completed.

After the application is finalized, please save this PDF form using the exact "Application ID" (shown below) as the file name.

Important: Review and follow the Application Instructions step-by-step as you complete the application. Completing an application without referencing to the instructions will result in an incomplete application or an application with fatal flaws that will be excluded from the ranking and selection process.

Application ID: 08-Moreno Valley-3

Submitted By (Agency):
Moreno Valley

Caltrans District
08

Application Number
3

Out of
3

Project Location

Various locations throughout the City

Project Description

Provide pedestrian countdown indications at all Moreno Valley signalized intersections not already equipped. Furnish ADA pedestrian pushbuttons and placards to match countdown indications. Fund a Safe Routes to School program.

Countermeasure 1: S19: Install pedestrian countdown signal heads

Countermeasure 2:

Countermeasure 3:

Total Expected Benefit \$9,529,800.00 **Total Project Cost** \$907,000.00

B/C Ratio: 10.51

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

I. Basic Project Information

Date Caltrans District MPO

Agency County

Total number of applications being submitted by your agency

Application Number (each application must have a unique number)

Contact Person Information

Name (Last, First):

Position/Title of Contact Person

Email: Telephone: Extension:

Address:

City: Zip Code: (Enter only a 5-digit number.)

Project Information

Project Location
-Be Brief (limited to 250 characters)
-See Instructions

Project Description
-Be Brief (limited to 250 characters)
-See Instructions

Functional Classification (For Functional Classification and CRS Maps, Visit http://www.dot.ca.gov/hq/tsip/hseb/crs_maps/)

CRS Map ID (e.g. 08E14)

Urban/Rural Area (Visit <http://earth.dot.ca.gov/>)

High-Risk-Rural-Roads (HR3) Eligibility

If this project is not HR3 eligible, what is the approximate total cost percentage that is HR3 eligible? %

Work on the State Highway System

Does the project include improvements on the State Highway System?

If no, move on to the next page; If yes, go to the below question.

Is this a joint-funded project with Caltrans?

- If yes, check this box to confirm a formal Letter of Support from Caltrans - District Traffic is attached to the application. The letter should include estimates of cost sharing.
- If no, check this box to confirm a written correspondence from Caltrans District Traffic is attached to the application. The correspondence should indicate that Caltrans does not see issues that would prevent the proposed project from receiving an encroachment permit

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

Non-Infrastructure (NI) Elements

Does the project include NI Elements?

If yes, NI Activity Worksheet and NI Cost Estimate are required attachments. For more information on the requirements and guidance for NI elements of HSIP applications, see the [HSIP NI webpage](#).

What are the primary type(s) of non-infrastructure included? (Check all that apply. Skip if project does not include NI Elements.)

- Bicycle and pedestrian safety education (K-12 students)
- Bicycle and pedestrian safety education (adults)
- Other safety education (please describe below)
- Enforcement (school zones)
- Other Enforcement (please describe below)

Emergency Medical System

Additional Information

1. Is the project focused primarily on "spot location(s)" or "systemic" improvements?

The primary type of the "systemic" improvements:

2. Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? (For more information on the SHSP and its Challenge Areas, see: <http://www.dot.ca.gov/SHSP/>)

3. How were the safety needs and potential countermeasures for this project **first** identified?

4. What is the primarily mode of travel intended to be benefited by this project?

5. Approximate percentage of project cost going to improvements related to **motorized** travel %

6. Approximate percentage of project cost going to improvements related to **non-motorized** travel %

7. Is the project focused primarily on "Intersection" or "Roadway" improvement?

Number of Intersections

8. Posted Speed Limit (mph)

9. Average Daily Traffic	ADT (Major Road)	ADT (Minor Road)	Year Collected
<i>(See Instructions)</i>	<input type="text" value="36,100"/>	<input type="text" value="500"/>	<input type="text" value="2009"/>

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

II. Narrative Questions (See Instructions)

These narrative questions are intended to provide additional project details for the application reviewers and project files. Application reviewers will use the information in their "fatal flaw" assessment of the applications, including:

- 1) The project scope is eligible for HSIP and/or HR3 funding;
- 2) The countermeasures used in the B/C ratio calculation are appropriately applied based on the scope of the project;
- 3) The crash data used in the B/C ratio calculation is appropriately applied based on the scope of the project and countermeasures used;
- 4) The costs included in the application represent the likely total project cost necessary to fully construct the proposed scope. If the proposed project is a piece of a larger construction project, the entire scope of the larger project must be identified and included in the B/C ratio calculation;
- 5) The application data and attachments are reasonable and meet generally accepted traffic engineering and transportation safety principles.

If significant inconsistencies or errors are found in the application information, the Caltrans reviewers may conclude that the application includes one or more "fatal flaws" and the application will be dropped from further funding considerations. The applicant will not be notified of Caltrans findings until after the selection process is complete.

1. Overall Identification of Need

Describe how the agency identified the project as one of its top safety priorities. Was a data-driven, safety evaluation of their entire roadway network completed? Do the proposed project locations represent some of the agency's highest crash concentrations? (limited to 5,000 characters)

The City identified the need to improve pedestrian safety at signalized intersections through inspection of data in the City's Crossroads collision database and extensive field observations. Cross-referencing pedestrian and bicycle collisions geographically against the City's GIS inventory of signalized intersections revealed a substantial number of such collisions at signalized intersections, suggesting that pedestrian and bicyclist safety could be improved by targeting improvements at these locations. The project's scope was adjusted to maximize the pedestrian safety benefits by including a non-infrastructure element and by pursuing systemic improvements.

2. Potential for Proposed Improvements to Correct the Problem

Describe the primary causes of the collisions that have occurred within the project limits. Are there patterns in the crash types? Clearly demonstrate the connection between the problem and the proposed countermeasures utilized in the Benefit/Cost Ratio calculations. Depending on the nature of the project, explain why the agency choose to pursue "Spot location(s)" or Systemic" improvements. If the proposed project include Non-Infrastructure (NI) elements, also describe how the NI elements will complement in improving the safety within the project limits. (limited to 5,000 characters)

Note: Safety improvements that do not have countermeasures and crash reduction factors identified in the TIMS B/C Calculator can be included in the project scope; they just won't be added to the project's B/C ratio shown in the application.

The overall history of pedestrian and bicycle collisions at signalized intersections would be improved through the deployment of pedestrian countdown indications. Research by others, as well as observations performed by City staff, demonstrate that non-motorized intersection users make better decisions when provided information on time remaining to cross. The placards and new buttons will help educate people on proper use of the pedestrian countdown indications and make using them more convenient.

The Safe Routes to School program will enhance safety in several respects. Educating students on safely walking or riding bicycles to school will improve safety for those who are already predisposed to walk to school. Encouraging others to shift to non-motorized modes will reduce congestion around schools, leading to fewer conflicts at the school periphery. As pedestrian and bicycle volumes increase, drivers will become acclimated to driving in a multi-modal environment.

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

3. Crash Data Evaluation

Explain how the influence areas for each separate countermeasure were established. Describe how the limits of the crash data were established for each countermeasure to ensure only appropriate crashes were included in the Collision Summary Report(s), Collision Diagram(s) and B/C calculations. (limited to 5,000 characters)

Collisions in the City's Crossroads collision database between 2008 and 2012 (a five-year period) were screened to consider only those involving pedestrians and bicycles. The pedestrian and bicycle collisions were further screened against an inventory of traffic signals without countdown indications using GIS to select those collisions within 250 feet of such intersections. Eighty-six collisions were identified.

However, for the purposes of this application, since collision diagrams are required, only the most severe collisions at targeted intersections, which are two fatal collisions and seven severe-injury collisions, have been included in this application.

4. Prior attempts to address the Safety Issue

If appropriate, list all other projects/countermeasures that have been (or are being) deployed at this location. Applicants must identify all prior federal HSIP, HR3 or Safe Routes To School (SRTS) funds approved within or directly adjacent to the propose projects limits within the last 10 years. (limited to 5,000 characters)

Note: HSIP funding cannot be used to construct the same general type of countermeasures within the same limits within 10 years to ensure agencies do not apply the same Crash Reduction Factors to the same crashes.

From time to time, certain areas near the targeted intersections may have been upgraded using funds from a variety of sources, including Safe Routes To School and HSIP. However, the City has not used such funds to purchase countdown heads. The City is currently performing a Safe Routes To School pilot program using SR2S funds; the program costs included herein supplement the pilot program.

5. Total project costs

Describe the process used to establish the total cost for the project. Confirm contingencies for reasonably expected costs, including drainage, environmental, traffic, etc, are included. For a large project where the HSIP funding is only a small portion of the overall project scope and costs, the total project cost must still be included in the application and its B/C ratio calculation. (limited to 5,000 characters)

Regarding the infrastructure (countdown heads and ADA pushbuttons) portion of the application, an inventory of traffic signal equipment was consulted to determine the quantity of countdown heads required to retrofit the targeted intersections. The unit cost assumed in the engineer's estimate for equipment procurement is based on recent prices paid for identical equipment. The unit cost for labor is based on the City's experience in installing the proposed equipment with its own forces.

The estimated non-infrastructure-related costs were developed by in-house staff to fund a consultant to expand an existing pilot Safe Routes to School program citywide to all 28 elementary schools. Estimated costs consider consultant staff time, educational materials, equipment for volunteers, and expenses directly attributed to promoting safe walking environments at each school site.

III. Project Cost Estimate *(See Instructions)*

All project costs must be accounted for on this form, even if substantial elements of the overall project are to be funded by other sources.

Do not enter in shaded fields (calculated - read only). Round all costs up to the nearest hundred dollars. Once all costs and the desired HSIP/Total ratios are entered, click "Check Cost Estimate" to perform validation. If errors are detected, they will appear below the button. Click it to check again each time when the costs have been revised.

Phase	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds	
Preliminary Engineering	Environmental	\$5,000	90 (%)	\$4,500	\$500
	PS&E	\$45,000	90 (%)	\$40,500	\$4,500
	PE Subtotal	\$50,000		\$45,000	\$5,000
<input type="checkbox"/> Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).					
Right of Way	Right of Way Engineering	\$0		\$0	\$0
	Appraisals, Acquisitions & Utilities	\$0		\$0	\$0
	ROW Subtotal	\$0		\$0	\$0
Construction Engineering & Construction	Construction Engineering	\$57,300	90 (%)	\$51,500	\$5,800
	Construction	\$382,100	90 (%)	\$343,800	\$38,300
	CON Subtotal	\$439,400		\$395,300	\$44,100
Non - Infrastructure (NI)	NI Elements	\$417,600	90 (%)	\$375,800	\$41,800
Total Cost		\$907,000	90 (%)	\$816,100	\$90,900

Click to Check Cost Estimate (See Notes in Instructions)

no errors have been found in the cost estimate.

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

IV. Implementation Schedule *(See Instructions)*

The local agency is expected to deliver the project per Caltrans Local Assistance safety program delivery requirements. In order for the milestones to be calculated correctly, all fields needs to be filled in. For steps that are not applicable, enter "0".

Target Date for the Project's Amendment into the FTIP:

01/01/2014

Time for agency to internally staff project and request PE authorization

3 Month(s)

Typical Time for Caltrans and FHWA to process and approve PE authorization

2 Month(s)

Proposed PE Authorization Date:

06/02/2014

(PE Authorization Delivery Milestone)

Will external consultants be required to complete the PE phase of this project?

No

Additional time needed to the Delivery Process for hiring PE consultant(s)

0 Month(s) (0 - 6)

Time to prepare environmental studies request

3 Month(s)

Time to complete CEQA/NEPA studies/approvals

3 Month(s)

See PES Form in the LAPM for Typical studies and permits

Time to complete the Right of Way Acquisition (federal process)

0 Month(s)

Plan on 18 months minimum for federal process including a condemnation

Time to complete final PS&E documentation

12 Month(s)

Other

0 Month(s)

Expected Completion Date for the PE Phase:

12/01/2015

Time for agency to request CON authorization

3 Month(s)

Typical Time for Caltrans and FHWA to process and approve CON Auth

3 Month(s)

Proposed CON Authorization Date:

05/31/2016

(CON Authorization Delivery Milestone)

Time included for the agency's workload-leveling or construction-window needs

3 Month(s)

Time to award contract with CON contractor (following the federal process, including Board/Council approval, advertise, award, execute and mobilize)

6 Month(s)

Time to complete construction

9 Month(s)

Time included for closing the CON contract

3 Month(s)

Other

0 Month(s)

Expected Completion Date for the CON Phase:

02/28/2018

Time to complete the project close-out process

3 Month(s)

Typical Time for Caltrans and FHWA to process and approve project close-out

3 Month(s)

Expected Completion Date for the project Close-Out:

08/29/2018

(Close-Out Delivery Milestone)

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

V. Countermeasures, Crash Data and Benefit/Cost Ratio *(See Instructions)*

In the process of completing this application, the Local Agency is required to utilize the Benefit/Cost Ratio Calculation Tool that is included in the Safe Transportation research and Education Center (SafeTREC) Transportation Injury Mapping System (TIMS) web site. This **web site** can be assessed at <http://tims.berkeley.edu/>

The final output summary page from TIMS must be included as part of the official application (both electronically and hard copy). The hard copy page must be included in the application as one of the attachments.

In order to facilitate the electronic collection and tracking of this data, Caltrans is requiring agencies to manually enter some of the key "input data" and "output data" used in their final TIMS B/C Ratio. **NOTE: If any of the values inputted on this sheet do not match the values from the TIMS B/C Ratio Output Summary sheet, THE APPLICATION WILL BE REJECTED. Be Careful and confirm the numbers!**

TIMS Application ID: (This ID is generated by this form. TIMS Application ID must match this ID.)

Version (from TIMS): **Crash Data Period:** from to

Total Project Cost: (This must match the total project cost in Section III.)

Countermeasure Information

Number of countermeasures utilized:

Countermeasure

- #1:
- #2:
- #3:

B/C Ratio Calculation

	Expected Benefit (Life)	Expected Cost	Resulting B/C
Countermeasure #1	<input type="text" value="\$9,529,800"/>	<input type="text" value="\$907,000"/>	<input type="text" value="10.51"/>
Countermeasure #2	<input type="text"/>	<input type="text"/>	<input type="text" value="0.00"/>
Countermeasure #3	<input type="text"/>	<input type="text"/>	<input type="text" value="0.00"/>
Project's Total (Overall)	<input type="text" value="\$9,529,800"/>	<input type="text" value="\$907,000"/>	<input type="text" value="10.51"/>

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

VI. Application Attachments *(See Instructions)*

Check all attachments included in this application.

- Vicinity map /Location map (Required)
- Project map showing existing and proposed conditions (Required)
- Pictures of Existing Condition (Required)
- Collision diagram(s) (Required)
- Collision summary report / list (Required)
- TIMS B/C output summary sheet (Required)
- Detailed Engineer's Estimate (Required)
- Warrant studies (Required when applicable)
- Letter of Support from Caltrans (Required when applicable)
- Non-Infrastructure (NI) Activity Worksheet and NI Cost Estimate (Required when applicable)
- Additional narration, documentation, letters of support, etc. (optional)

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

VII. Application Data Verification and Signature (See Instructions)

Part A. Engineer's Signature and Stamp

Chapter 7; Article 3; Section 6735 of the Professional Engineer's Act of the State of California requires engineering calculation(s) or report(s) be either prepared by or under the responsible charge of a licensed civil engineer. Since this HSIP application defines the scope of work of a future construction project and requires complex engineering principles and calculations which are based on the best data available at the time of the application, the application must be signed and stamped by a registered civil or traffic engineer.

By signing and stamping this HSIP application, the engineer is attesting to this application's technical information and engineering data upon which local agency's recommendations, conclusions, and decisions are made and upon which statewide funding will be determined, including:

- 1. All likely project costs associated with the project scope of work are included in the Total Project Cost;
2. Each countermeasure included represents a minimum of 15% of the construction costs and is applied consistently with Appendix B of the Local Roadway Safety Manual;
3. All crash data is: 1) accurately shown in collision diagram(s) and collision summary report(s) attached to this application; and 2) applied to countermeasures using generally accepted traffic engineering principles; and
4. When applicable, all traffic warrant studies have been prepared per the CA-MUTCD.

Registered Engineer:

Name (Last, First): Kerenyi, John

Title: Senior Traffic Engineer

Engineer License Number E15697/TR1839

Signature*: [Handwritten Signature]

Date: Jul 25, 2013

Engineer's Stamp*:



Part B. Transportation Manager's Signature

To ensure the application's quality and the agency's commitment to deliver the safety project in an expedited manner, the application must be signed by the Agency's Transportation/Traffic Engineering Manager.

By signing this application, the manager is attesting to:

- 1. All data in the application is accurate and represents the total scope of the planned project;
2. The agency understands the Project Delivery Requirements for the HSIP Program and is prepared to deliver the project with these requirements; and
3. The agency understands if Caltrans staff determine that any of the above requirements are not met, or data is inaccurate, or the application fails to meet the program guidelines and application instructions, the application will be rejected and will not be eligible to receive federal safety funding. Due to time constraints in the evaluation process, applicants will not be notified until after the selection process is complete. Refer to Application Form Instructions for more information.

Transportation Manager:

Name (Last, First): Lewis, Eric

Title: City Traffic Engineer/Transportation Manager

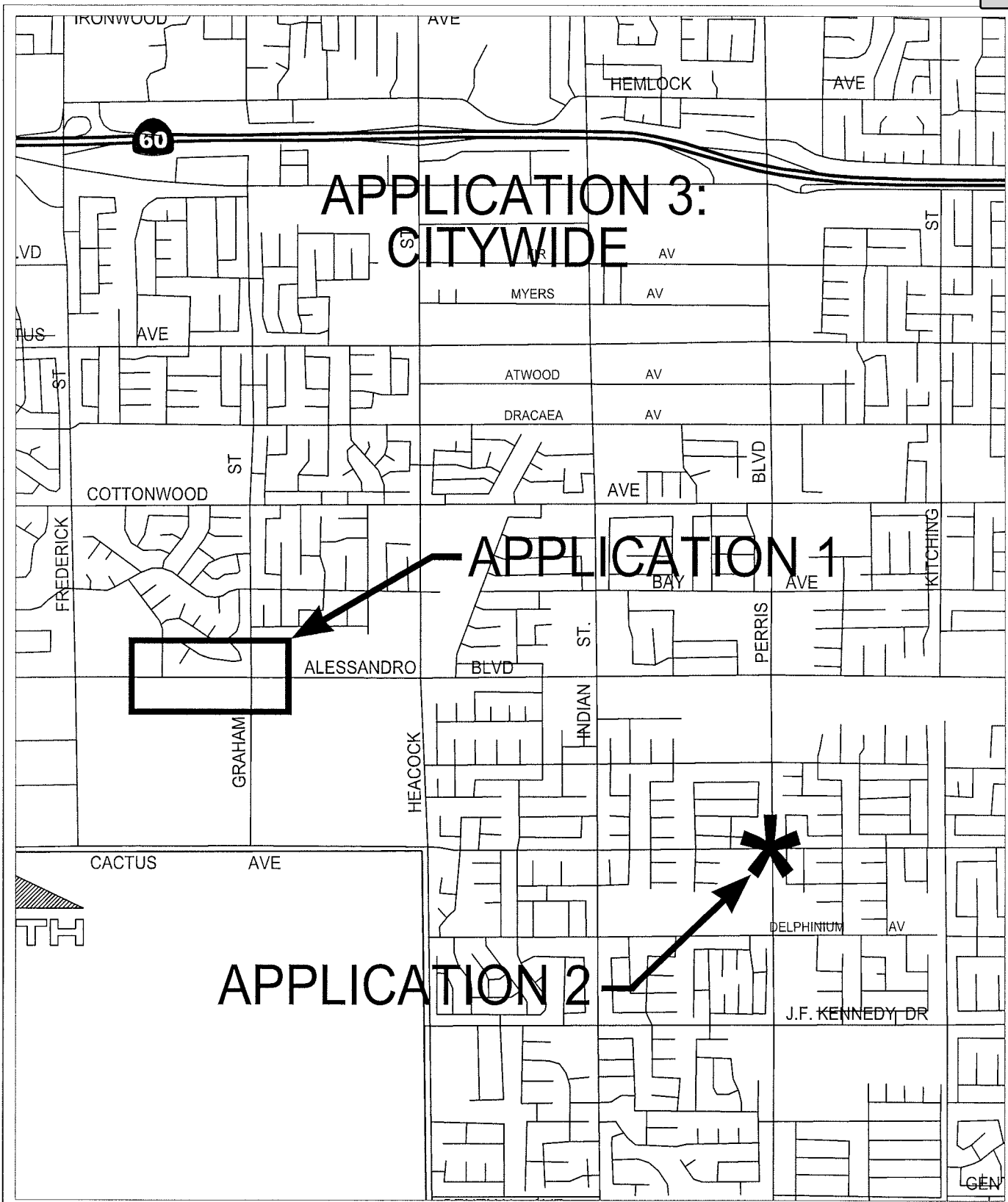
Signature*: [Handwritten Signature]

Date: Jul 25, 2013


* Note: The signatures and the engineer's stamp are only expected on the two hard copies of the application. The electronic copy of this PDF form must be saved in the original format (NOT a scanned copy) so the application data can be extracted.

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

**Attachment A:
Location Map**



Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

	LOCATION MAP	
	Public Works Department Transportation Division ATTACHMENT A	HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 6

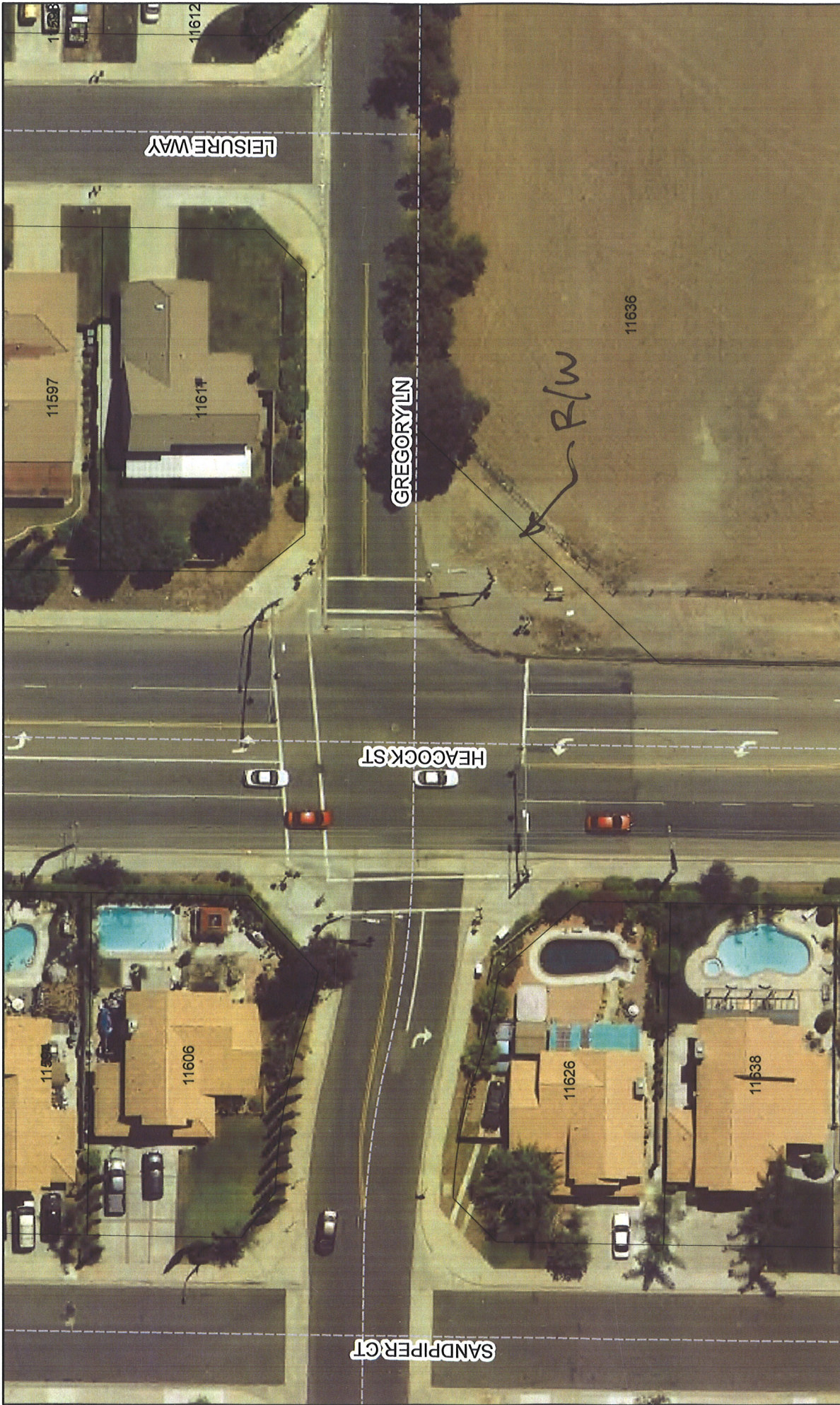
Attachment B:
Existing and Proposed Conditions



**SIP Cycle 6
 Attachment B-1: Existing Conditions
 Perris Blvd/Filaree Avenue**

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

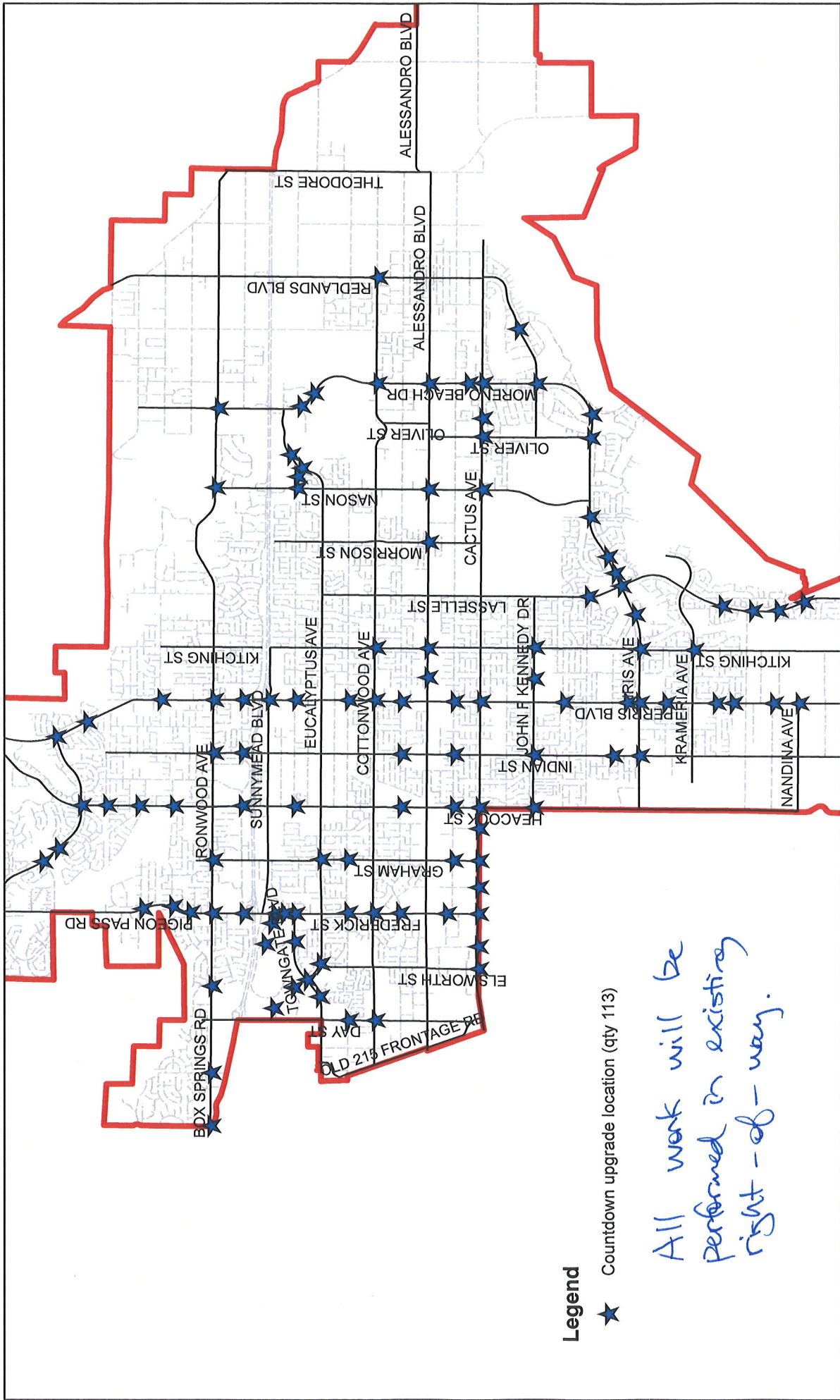




**SIP Cycle 6
Attachment B-2: Existing Conditions
Heacock St/Gregory Ln**

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH





0 2,450,900 9,800 14,700 19,600

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

**SIP Cycle 6
Attachment B-3: Proposed Conditions
Locations for Installation of Countdown Indications**

Attachment C:
Pictures

Pictures at Pedestrian Countdown Locations



Looking east at the intersection of Perris Blvd and Filaree Ave, site of a pedestrian fatality



Looking west at the intersection of Heacock St and Gregory Ln, site of a bicycle fatality

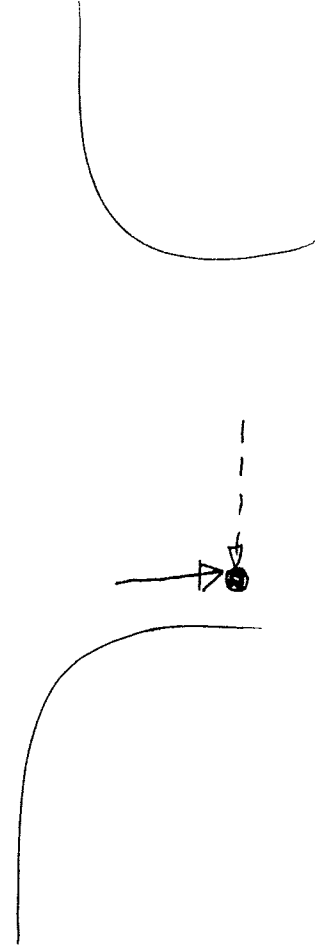
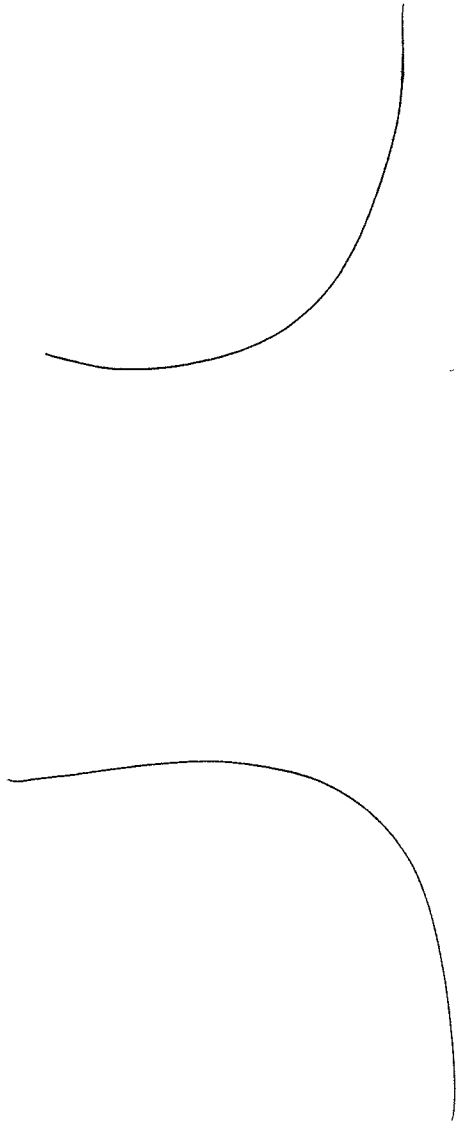
Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

Attachment D:
Collision Diagram

Perris/Filaree

Red footed

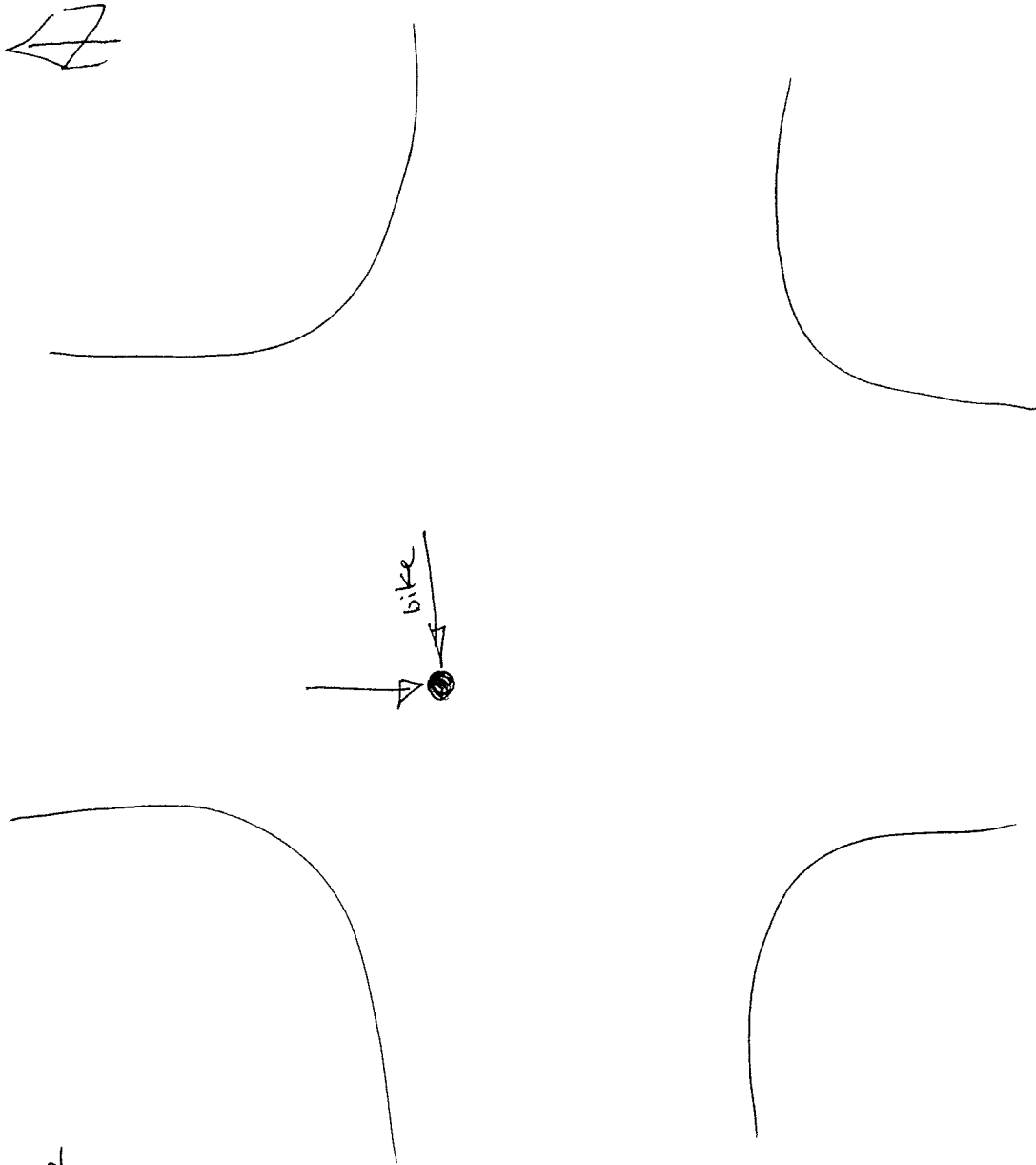
1/1/08 to 12/31/12



Hearcock/
Gregory

Bike fatalities

1/1/08 to 12/31/12



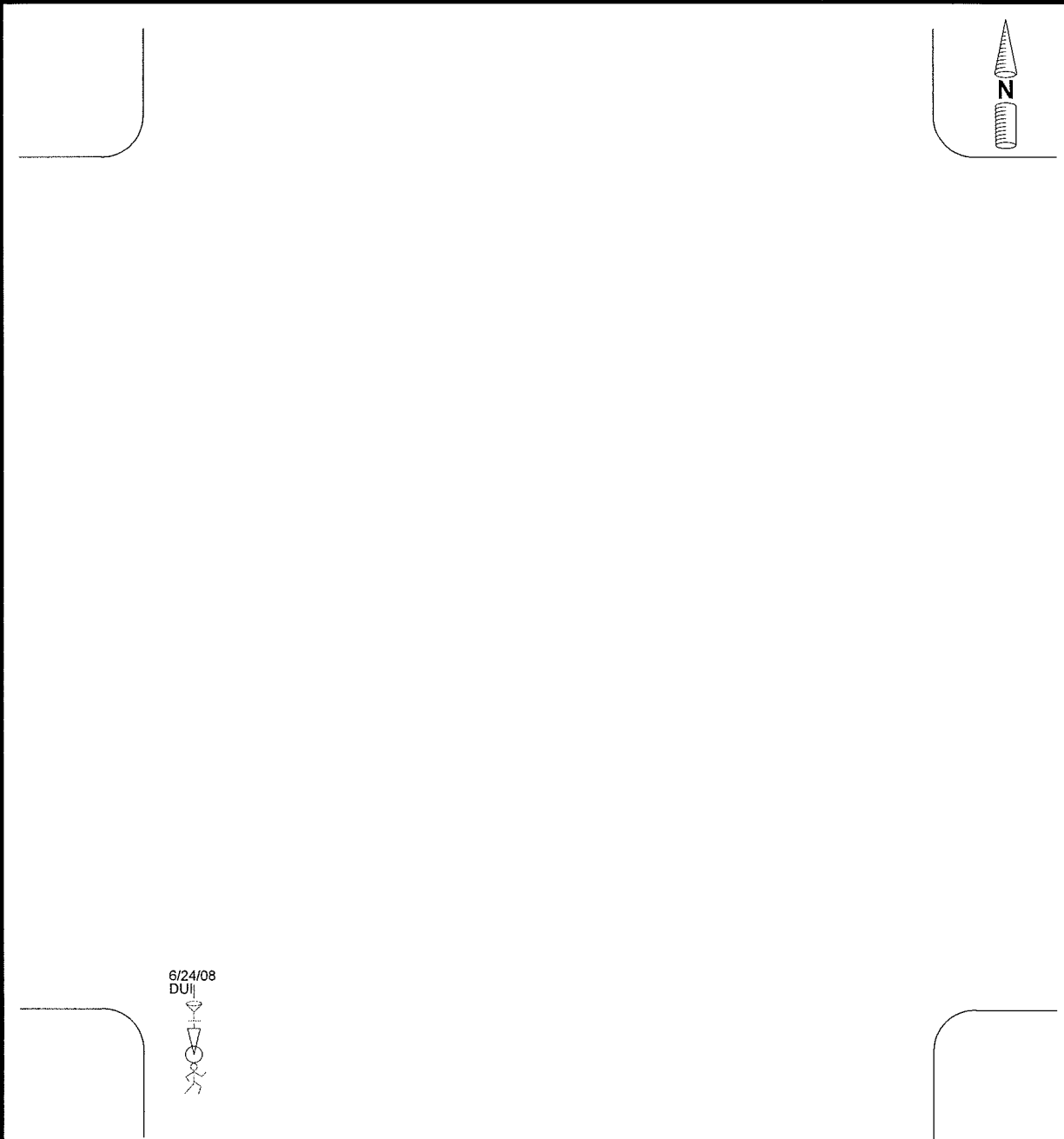
Collision Diagram

Horizontal Street: DRACAEA AVE

From: 6/24/2008 To: 6/24/2008

Vertical Street: GRAHAM ST

Date Prepared: 7/25/2013



Number of Collisions

- 0 Property Damage Only
- 1 Injury Collisions
- 0 Fatal Collisions
- 1 Total Collisions

Legend

- | | | |
|------------------|------------|--------------|
| Moving Vehicle | Right Turn | Pedestrian |
| Stopped Vehicle | Left Turn | Fixed Object |
| Backing Vehicle | Sideswipe | Bicycle |
| Ran Off Road | Day | DUI |
| Movement Unknown | Night | Injury |
| | | Fatal |

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

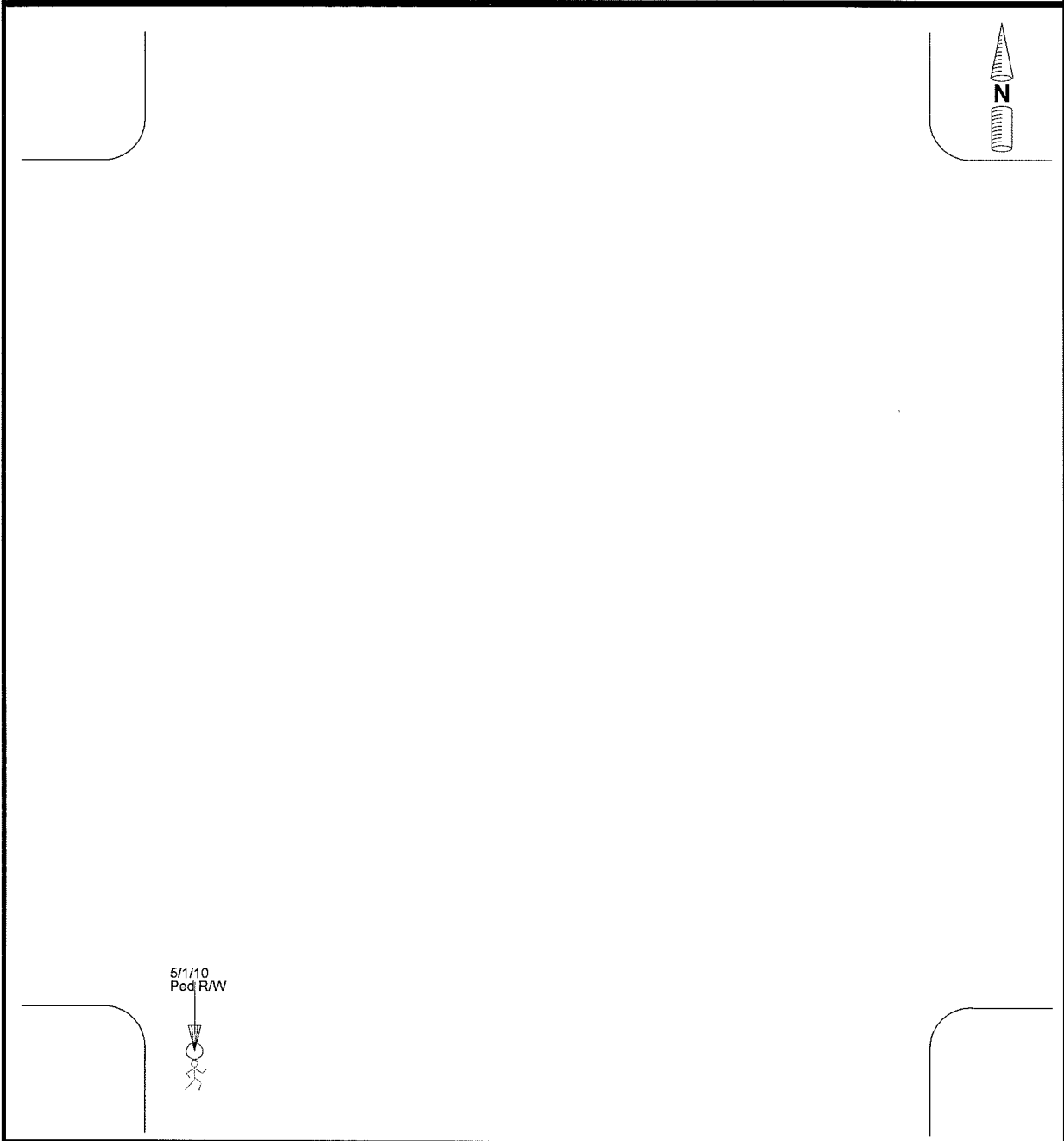
Collision Diagram

Horizontal Street: BAY AVE

From: 5/1/2010 To: 5/1/2010

Vertical Street: HEACOCK ST

Date Prepared: 7/25/2013



Number of Collisions

- 0 Property Damage Only
- 1 Injury Collisions
- 0 Fatal Collisions
- 1 Total Collisions

Legend

- | | | |
|------------------|------------|--------------|
| Moving Vehicle | Right Turn | Pedestrian |
| Stopped Vehicle | Left Turn | Fixed Object |
| Backing Vehicle | Sideswipe | Bicycle |
| Ran Off Road | Day | DUI |
| Movement Unknown | Night | Injury |
| | | Fatal |

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

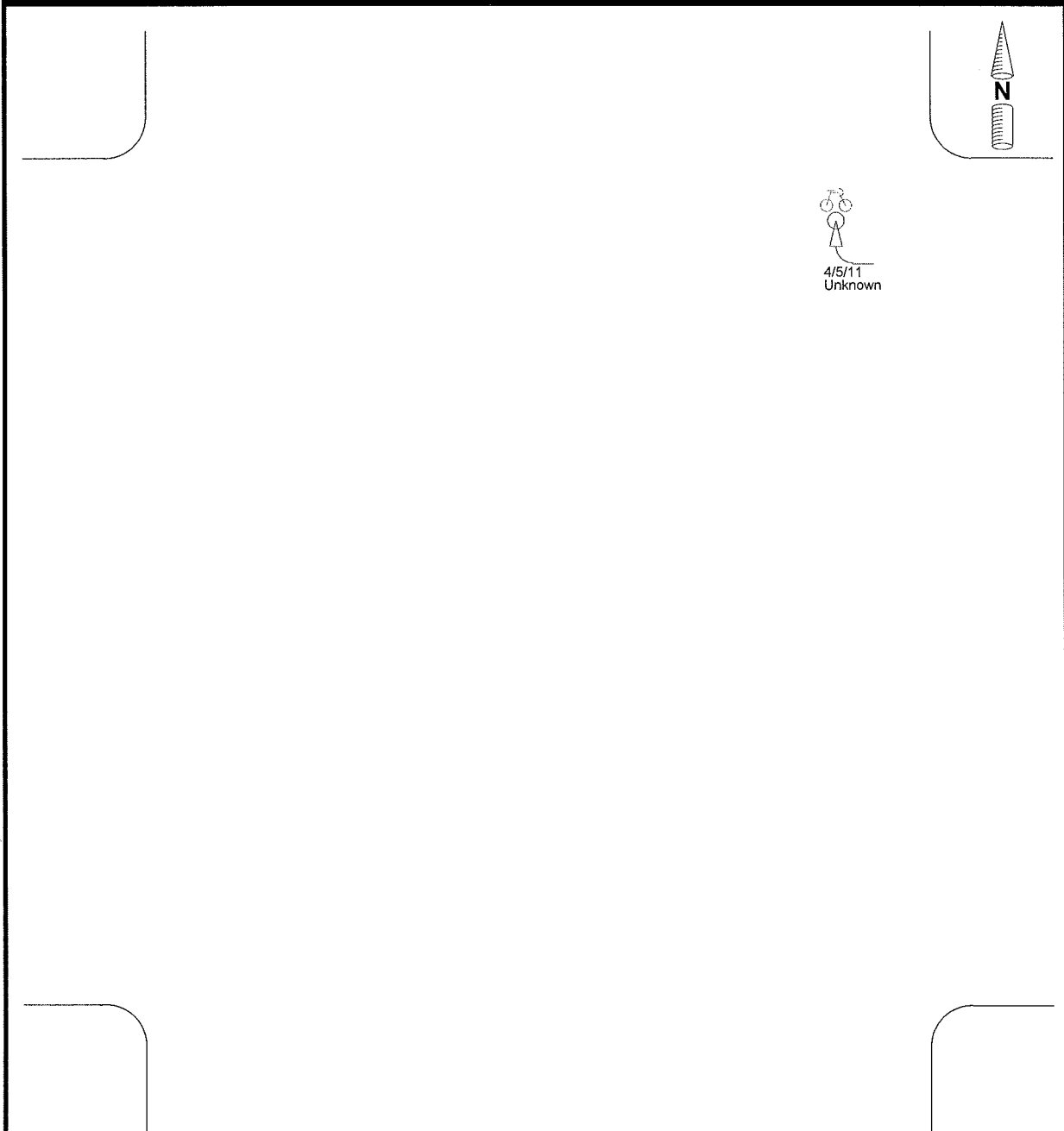
Collision Diagram

Horizontal Street: BRODIAEA AVE

From: 4/5/2011 To: 4/5/2011

Vertical Street: HEACOCK ST






Date Prepared: 7/25/2013








Number of Collisions

- 0 Property Damage Only
- 1 Injury Collisions
- 0 Fatal Collisions
- 1 Total Collisions

Legend

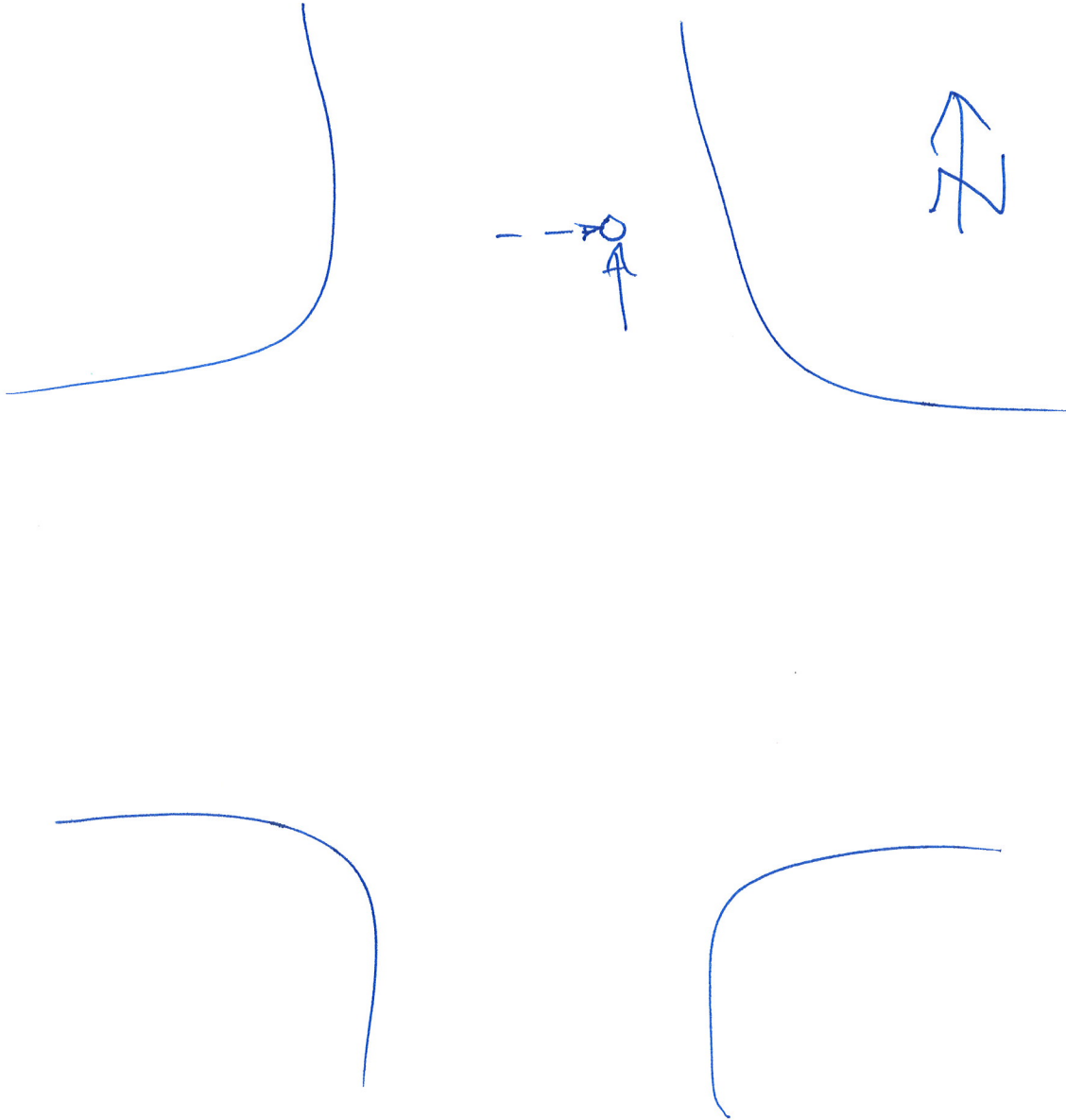
-  Moving Vehicle
-  Stopped Vehicle
-  Backing Vehicle
-  Ran Off Road
-  Movement Unknown

-  Right Turn
-  Left Turn
-  Sideswipe
-  Day
-  Night

-  Pedestrian
-  Fixed Object
-  Bicycle
-  DUI
-  Injury
-  Fatal

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

Collision Diagram
Heacock/Fir
Pedestrian Collision
8/3/11



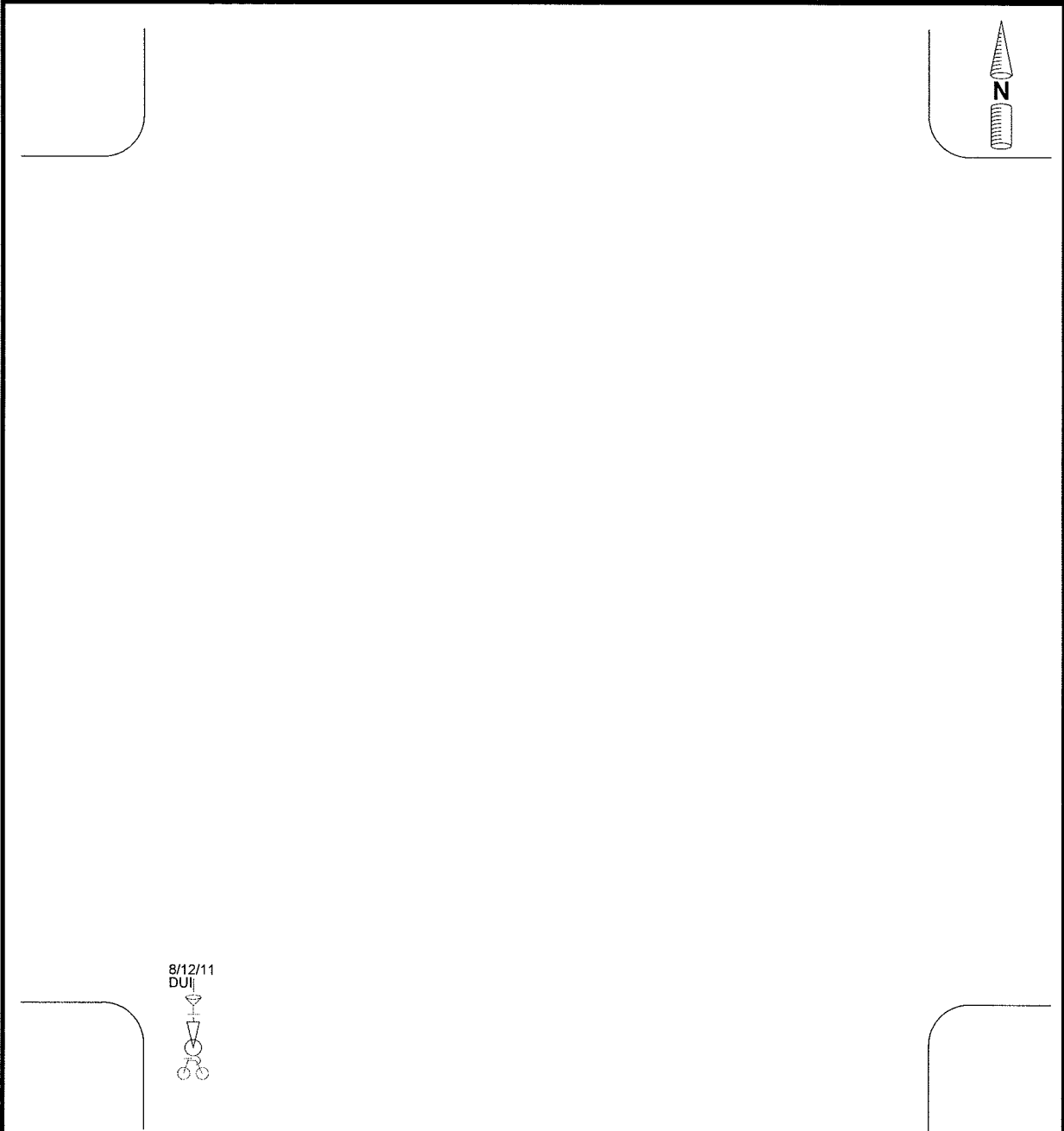
Collision Diagram

Horizontal Street: JOHN F KENNEDY DR

From: 8/12/2011 To: 8/12/2011

Vertical Street: KITCHING ST

Date Prepared: 7/25/2013



Number of Collisions

- 0 Property Damage Only
- 1 Injury Collisions
- 0 Fatal Collisions
- 1 Total Collisions

Legend

- | | | |
|---|---|---|
| <ul style="list-style-type: none"> Moving Vehicle Stopped Vehicle Backing Vehicle Ran Off Road Movement Unknown | <ul style="list-style-type: none"> Right Turn Left Turn Sideswipe Day Night | <ul style="list-style-type: none"> Pedestrian Fixed Object Bicycle DUI Injury Fatal |
|---|---|---|

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

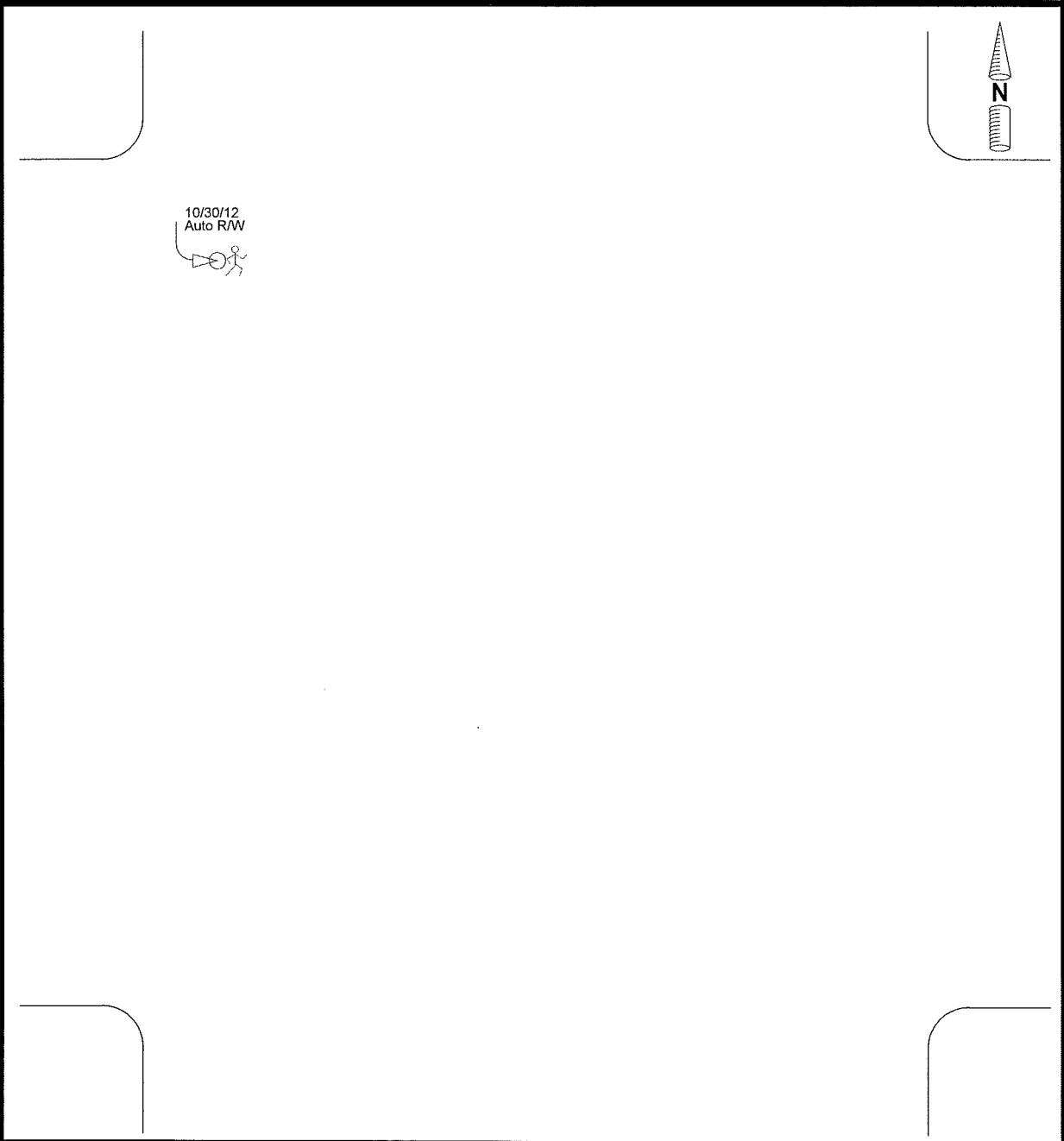
Collision Diagram

Horizontal Street: IRONWOOD AVE

From: 10/30/2012 To: 10/30/2012

Vertical Street: GRAHAM ST

















Date Prepared: 7/25/2013



Number of Collisions

- 0 Property Damage Only
- 1 Injury Collisions
- 0 Fatal Collisions
- 1 Total Collisions

Legend

- | | | |
|--|--|--|
|  Moving Vehicle |  Right Turn |  Pedestrian |
|  Stopped Vehicle |  Left Turn |  Fixed Object |
|  Backing Vehicle |  Sideswipe |  Bicycle |
|  Ran Off Road |  Day |  DUI |
|  Movement Unknown |  Night |  Injury |
| | |  Fatal |

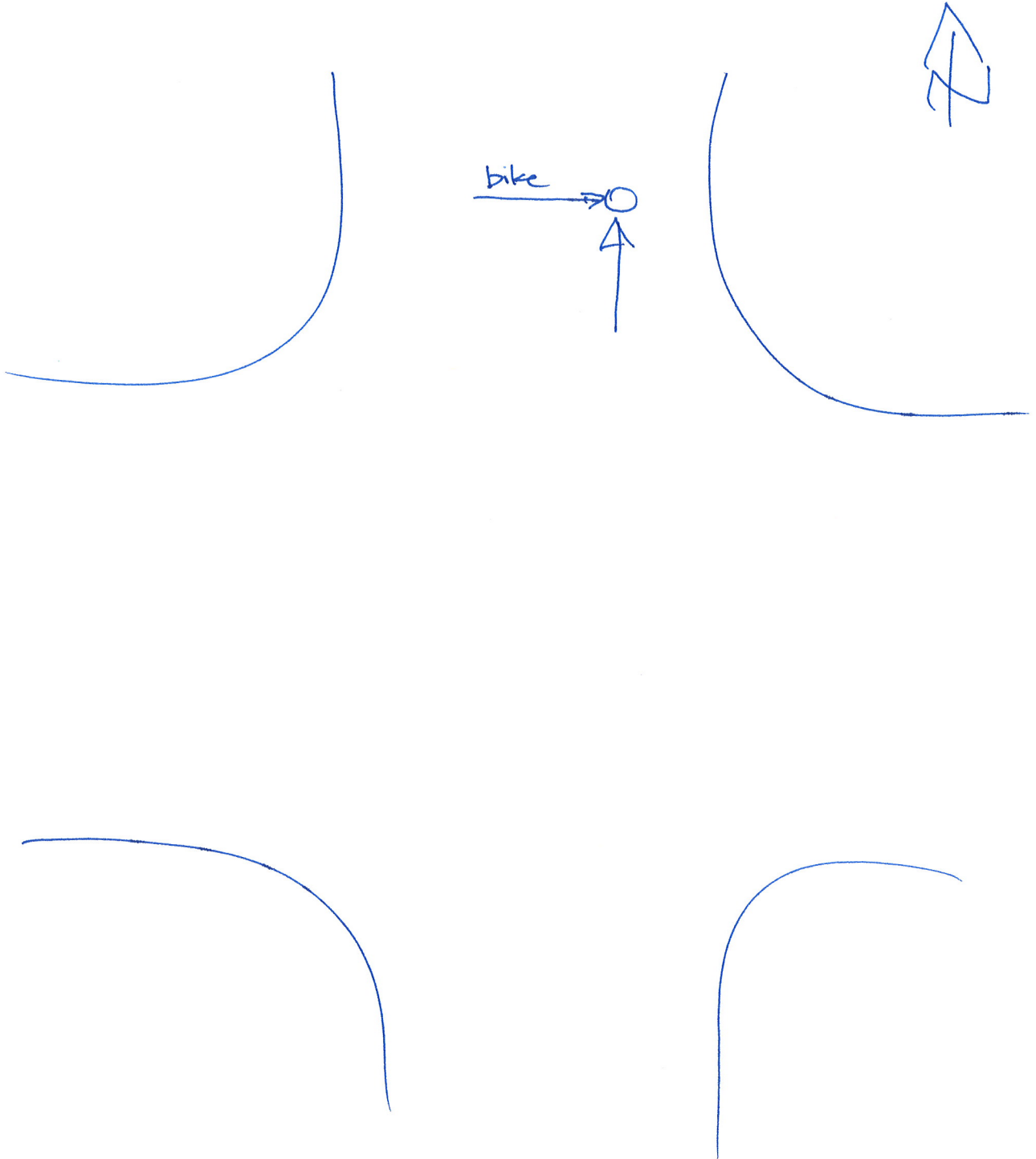
Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

Collision Diagram

Perris & Cottonwood

11/19/12

Bicycle Collision



Attachment E:
Collision Summary Report

City of Moreno Valley
Police Department

See subsequent reports for injury collisions

Collision Report Summary

7/24/2013
Date Range Reported: 1/1/08 - 12/31/12
Total Number of Collisions: 17
Total Number of Persons Injured: 0
Total Number of Persons Killed: 17

Report lists all ped or bike fatalities citywide. List is screened to remove those which did not occur at or near a traffic signal in need of upgrade to countdown indications.

Report#	Date	Time	Location	Dist.	Dir.	Type of Collision	Motor Veh. Involved	Dir. of Travel	Dir. of Movement	PCF	Inj. Kil.	
								Travel 1	Travel 2	Prec. Coll. 1	Prec. Coll. 2	
MV0906720 9	3/7/08	14:35	23035 Hemlock, Moreno Valley, Ca 92557 &			Other	Pedestrian	West	Backing	South	Not Applicable	0
MV0817003 3	6/18/08	04:30	Alessandro Blvd & Ramsdell Dr	128'	West	Vehicle Pedestrian	Pedestrian	East	Proceeding Straight	South	Ped RAW Violation	0
MV0818633 3	7/4/08	22:20	Alessandro Blvd & Vargas Dr	178'	East	Vehicle Pedestrian	Pedestrian	West	Proceeding Straight	South	Ped RAW Violation	0
MV0918992 84	7/8/09	19:56	24923 Eucalyptus Ave &	0'	In Int.	Vehicle Pedestrian	Pedestrian	East	Backing	East	Other Than Driver	0
MV0923600 36	8/24/09	06:35	Alessandro Blvd & Frederick St	6'	East	Broadside	Bicycle	South	Proceeding Straight	East	Proceeding Straight	0
MV0923704 00	8/25/09	23:15	Hemlock Ave & Deerwood Ln	159'	West	Vehicle Pedestrian	Pedestrian	East	Proceeding Straight	South	Driving Under Influence	0
MV1106700 27	3/8/11	04:20	Parris Blvd & Myers Ave	120'	South	Vehicle Pedestrian	Pedestrian	East	Other	North	Proceeding Straight	0
MV1107601 25	3/17/11	11:05	Heacock St & Gregory Ln	0'	In Int.	Broadside	Bicycle	West	Proceeding Straight	South	Proceeding Straight	0
MV1120300 88	7/22/11	10:45	Cactus Ave & Lasselle St	1621'	East	Rear-End	Bicycle	East	Proceeding Straight	East	Proceeding Straight	0
MV1127500 64	10/2/11	03:27	Heacock St & Atwood Ave	91'	North	Rear-End	Bicycle	North	Proceeding Straight	North	Auto RAW Violation	0
MV1128100 65	10/8/11	09:05	Graham St & Old Valley Dr	0'	In Int.	Vehicle Pedestrian	Pedestrian	North	Proceeding Straight	East	Auto RAW Violation	0
MV1218100 34	6/29/12	04:10	Alessandro Blvd & Gaye St	26'	East	Vehicle Pedestrian	Pedestrian	South	Proceeding Straight	West	Proceeding Straight	0

Report#	Date	Time	Location	Dist.	Dir.	Type of Collision	Motor Veh. Involved	Dir. of Travel	Movement	Dir. of Travel	Movement	PCF	Inj.	Kil.
MV1220905 14	7/27/12	23:43	Perris Blvd & Filaree Ave	102'	South	Vehicle - Pedestrian	Pedestrian	West	Other	South	Merging	Pedestrian Violation	0	1 ✓
MV4223302 21	8/20/12	14:20	Graham St & Zee Dr	176'	South	Head-On	Bicycle	North	Proceeding Straight	South	Proceeding Straight	Improper Turning	0	1
MV4226602 68	9/21/12	16:58	Climbing Rose Dr & Scarlet Sage Way	0'	In-Int.	Vehicle - Pedestrian	Pedestrian	West	Proceeding Straight	South	Proceeding Straight	Ped RAW Violation	0	1
MV4227503 79	10/1/12	19:56	Hemlock Ave & Obispo Dr	27'	West	Vehicle - Pedestrian	Pedestrian	West	Proceeding Straight	North	Entering Traffic	Ped RAW Violation	0	1
MV4229104 57	10/17/12	19:52	Alessandro Blvd & Indian St	282'	West	Vehicle - Pedestrian	Pedestrian	West	Proceeding Straight	South	Proceeding Straight	Other	0	1

Settings Used For Query

<u>Parameter</u>	<u>Setting</u>
Starting Date	1/1/2008
Ending Date	12/31/2012
Distance from Intersection	>= 0' for non rear-end collisions >= 0' for rear-end collisions
Involved With	'Bicycle' OR 'Pedestrian'
Number Killed	>=1

**City of Moreno Valley
Police Department**

Traffic Collision History Report

7/25/2013
Page 1

Location: Graham St / Dracaea Ave
Date Range Reported: 6/24/2008 - 6/24/2008
Total Number of Collisions: 1

Report No.	Date	Time	Dist.	Dir.	Type of Collision	Motor Veh. Involved With	Direct. of Travel 1	Movement Prec. Coll. 1	Direct. of Travel 2	Movement Prec. Coll. 2	PCF	Inj.	Kil
MV081763 02	6/24/08	20:24	26'	E/O	Vehicle - Pedestrian	Pedestrian	South	Proceeding Straight	West	Not Applicable -	Driving Under Influence	0	0

Total Number of Collisions: 1

Settings Used For Query

<u>Parameter</u>	<u>Setting</u>
Street Name	GRAHAM ST
Cross Street	DRACAEA AVE
Starting Date	6/24/2008
Ending Date	6/24/2008
Intersection	Intersection Related

City of Moreno Valley
Police Department

Traffic Collision History Report

7/25/2013
Page 1

Location: Heacock St / Bay Ave
Date Range Reported: 5/1/2010 - 5/1/2010
Total Number of Collisions: 1

Report No.	Date	Time	Dist.	Dir.	Type of Collision	Motor Veh. Involved With	Direct. of Travel 1	Movement Prec. Coll. 1	Direct. of Travel 2	Movement Prec. Coll. 2	PCF	Inj.	Kil
MV101210 300	5/1/10	22:20	48	South	Vehicle - Pedestrian	Pedestrian	South	Proceeding Straight	West		Ped RW Violation	1	0

Total Number of Collisions: 1

Settings Used For Query

<u>Parameter</u>	<u>Setting</u>
Street Name	HEACOCK ST
Cross Street	BAY AVE
Starting Date	5/1/2010
Ending Date	5/1/2010
Intersection	Intersection Related

**City of Moreno Valley
Police Department**

Collision Report Summary

7/25/2013
Date Range Reported: 4/5/11 - 4/5/11
Total Number of Collisions: 1
Total Number of Persons Injured 2
Total Number of Persons Killed: 0

Report#	Date	Time	Location	Dist.	Dir.	Type of Collision	Motor Veh. Involved With	Dir. of Travel 1	Movement Prec. Coll. 1	Dir. of Travel 2	Movement Prec. Coll. 2	PCF	Inj. Kil.
MV110950 225	4/5/11	16:08	Heacock St & Brodiaaea Ave	13'	North	Head-On	Bicycle	SOUTH	Making Left Turn	WEST	Making Right Turn	Unknown	2 0

**City of Moreno Valley
Police Department**

Collision Report Summary

7/25/2013
Date Range Reported: 8/3/11 - 8/3/11
Total Number of Collisions: 1
Total Number of Persons Injured 1
Total Number of Persons Killed: 0

Report#	Date	Time	Location	Dist.	Dir.	Type of Collision	Motor Veh. Involved With	Dir. of Travel 1	Movement Prec. Coll. 1	Dir. of Travel 2	Movement Prec. Coll. 2	PCF	Inj. Kil.	Page
MV112150 036	8/3/11	05:34	Heacock St & Fir Ave	85'	North	Vehicle - Pedestrian	Pedestrian	East	Other	North	Proceeding Straight	Pedestrian Violation	1	0

**City of Moreno Valley
Police Department**

Traffic Collision History Report

7/25/2013
Page 1

Location: Kitching St / John F Kennedy Dr
Date Range Reported: 8/12/2011 - 8/12/2011
Total Number of Collisions: 1

Report No.	Date	Time	Dist.	Dir.	Type of Collision	Motor Veh. Involved With	Direct. of Travel 1	Movement Prec. Coll. 1	Direct. of Travel 2	Movement Prec. Coll. 2	PCF	Inj.	Kil
MV112240 17A	8/12/11	15:31	50	South	Head-On	Bicycle	South	Proceeding Straight	North	Changing Lanes	Driving Under Influence	2	0

Total Number of Collisions: 1

Settings Used For Query

<u>Parameter</u>	<u>Setting</u>
Street Name	KITCHING ST
Cross Street	JOHN F KENNEDY DR
Starting Date	8/12/2011
Ending Date	8/12/2011
Intersection	Intersection Related

**City of Moreno Valley
Police Department**

Traffic Collision History Report

7/25/2013
Page 1

Location: Ironwood Ave / Graham St
Date Range Reported: 10/30/2012 - 10/30/2012
Total Number of Collisions: 1

Report No.	Date	Time	Dist.	Dir.	Type of Collision	Motor Veh. Involved With	Direct. of Travel 1	Movement Prec. Coll. 1	Direct. of Travel 2	Movement Prec. Coll. 2	PCF	Inj.	Kil
MV123040 073	10/30/12	08:42	26	East	Vehicle - Pedestrian	Pedestrian	South	Making Left Turn	North	Proceeding Straight	Auto R/W Violation	2	0

Total Number of Collisions: 1

Settings Used For Query

<u>Parameter</u>	<u>Setting</u>
Street Name	IRONWOOD AVE
Cross Street	GRAHAM ST
Starting Date	10/30/2012
Ending Date	10/30/2012
Intersection	Intersection Related

**City of Moreno Valley
Police Department**

Collision Report Summary

7/25/2013

Date Range Reported: 11/19/12 - 11/19/12

Total Number of Collisions: 1

Total Number of Persons Injured: 1

Total Number of Persons Killed: 0

Page 1

Report#	Date	Time	Location	Dist.	Dir.	Type of Collision	Motor Veh. Involved With	Dir. of Travel 1	Movement Prec. Coll. 1	Dir. of Travel 2	Movement Prec. Coll. 2	PCF	Inj. Kil.
MV123240 332	11/19/12	19:23	Perris Blvd & Cottonwood Ave	131'	North	Broadside	Bicycle	East	Other	North	Proceeding Straight	Other	1 0

Attachment F:
TIMS Output Summary Sheet

Benefit / Cost Calculation Result

1. Project Information

Application ID 08-Moreno Valley-3 Version 3

2. Countermeasures and Crash Data

Crash Data Time Period 01/01/2008 to 12/31/2012 Years 5

• Install pedestrian countdown signal heads

CM Number	Project Type	Crash Type	CRF	Life
S19	Ped and Bike	Ped & Bike	25	20

Crash Type	Fatality (Death)	Severe Injury	Injury - Other Visible	Injury - Complaint of Pain	Property Damage Only	Total
Ped & Bike	2	7	0	0	0	9

Annual Benefit	\$ 476,490	Cost	\$ 907,000
Life Benefit	\$ 9,529,800	B/C Ratio	10.51

3. Benefit Cost Result

Total Benefit	\$ 9,529,800
Total Cost	\$ 907,000
B/C Ratio	10.51

Safety Practitioner / Engineer: John Kerenyi

Signature: 

By signing this B/C Calculation Result, you are attesting to your authority / responsibility at your local agency for this work and you are attesting to the accuracy of the values on this page and that they have been entered into the HSIP Application Form correctly, DO NOT SIGN if any of this is not the case.

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

Attachment G:
Detailed Engineer's Estimate

Detailed Engineer's Estimate and Cost Breakdown by Countermeasure For Construction Items Only

Important: Read the Instructions in the other sheet before entering data.
Do not enter in shaded fields (with formulas).

Agency: City of Moreno Valley	Application ID: 08-Moreno Valley-3	Prepared by: John Kerenyi	Date: 7/25/2013
Project Description: Citywide countdown heads, ADA pushbuttons, and safe routes to school program			
Project Location: Various locations			

Engineer's Estimate (for Construction Items Only)										Cost Breakdown					
Item No.	Item Description	Quantity	Units	Unit Cost	Total	Safety-Related Costs			Non Safety-Related Costs						
						Countermeasure #1	Countermeasure #2	Countermeasure #3	Other Safety-Related	CM #1	CM #2	CM #3	Other Safety	Non Safety	
						%	\$	%	\$	%	\$	%	\$	%	
1	Purchase countdown heads	776	EA	\$244.08	\$189,406	100	\$189,406								
2	Purchase ADA buttons and placards	776	EA	\$94.00	\$72,944	100	\$72,944								
3	Install countdown heads	776	EA	\$50.00	\$38,800	100	\$38,800								
4	Install pushbuttons	776	EA	\$40.00	\$31,040	100	\$31,040								
5														100	
6														100	
7														100	
8														100	
9														100	
10														100	
11														100	
12														100	
13														100	
14														100	
15														100	
16														100	
17														100	
Sub Total of Construction Items:															
					\$332,190	100%									
<i>% of "Construction Items only" Cost per Countermeasure (Yellow fields - To be entered in TIMS B/C Calculator)</i>															
Construction Item Contingencies (% of Con Items):															
Enter in the cell to the right					15.00%		49,829								
Total (Construction Items & Contingencies):							382,100								
Maximum "HSIP/Total" percentage allowed for Construction							90%								

(Rounded up to the nearest hundreds)

Attachment H:
**Non-Infrastructure Activity Worksheet
and Cost Estimate**

**CYCLE 6 HSIP APPLICATION
NON-INFRASTRUCTURE ACTIVITY WORKSHEET**

Add additional rows as necessary to include all activities.

Activity	Timeline	Deliverable(s)
Safety Education Activities		
Task 1: Start-up/organizing	May-Dec 2014	
Outreach to participating schools. Schools which have already committed to participating are: Bear Valley Elementary, Cloverdale Elementary, Hendrick Ranch Elementary, Honey Hollow Elementary, Mountain View, Elementary, Palm Middle School, and Sunnymead Middle School. Consider recruitment of additional schools.	May 2014	Brochures to distribute to school officials
Prepare procurement documents, solicit for SR2S coordination team, select contractor	May-July 2014	RFP, fully executed services contract
Meet with Moreno Valley Police Department	August 2014	Meeting agenda, meeting highlights
Conduct one day-long <i>Introduction to SRTS</i> Community Workshop which offers an overview of the national philosophy and approach to SRTS, at Moreno Valley City Hall.	August 2014	Brochures for distribution at workshop; PowerPoint slides
Conduct walkability audits of participating schools, with school officials and the PTA. Identify potential “park and walk” sites for parents to park and walk their kids to school if walking from home is impractical.	September 2014	Meeting notes
Revise existing Suggested Route to School maps based on input from the walkability audits	October 2014	Suggested Routes to School maps
Recruit and organize volunteer crossing assistant program. Crossing assistants will be trained as crossing guards and will be present along walking routes on designated walk/roll to school days to observe, assist, and advise novice walkers.	Oct-Dec 2014	Training agenda; roster of volunteers
Task 2: Ongoing SR2S Program	Jan 2014-June 2015	
Schedule Walk/Roll To School event at each participating school; perform notification. Also notify regarding “park and walk” sites and “walking school bus” if applicable.	Once per quarter	Fliers, one per school per quarter

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

On designated walk/roll to school days, assign crossing assistants to posts and confirm their attendance.	Once per quarter per participating school	Pictures
On designated walk/roll to school days, organize "walking school bus" activity.	Once per quarter per participating school	Pictures
Hold one Bicycle Rodeo per school, in conjunction with MVPD	Once per quarter per participating school	n/a PICTURES
Conduct a debriefing to obtain lessons learned for improving the program	Once per quarter	Meeting highlights
Conduct an appreciation meeting to provide feedback to program participants. Meeting would include awards for outstanding contributions to the program	Once per quarter	Pictures, awards roster
Task 3: Wrap-up	July-August 2015	
Generate final report documenting qualitative assessment of mode shift at each school and overall, compare with control locations		Final report
Enforcement Activities		
<i>None proposed</i>		
Emergency Medical Services		
<i>None proposed</i>		

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

**CYCLE 6 HSIP APPLICATION
NON-INFRASTRUCTURE ACTIVITY WORKSHEET**

Add additional rows as necessary to include all activities.

Activity	Timeline	Deliverable(s)
Safety Education Activities		
Task 1: Start-up/organizing	May-Dec 2014	
Outreach to schools (28 total).	May 2014	Brochures to distribute to school officials
Prepare procurement documents, solicit for SR2S coordination team, select contractor	May-July 2014	RFP, fully executed services contract
Meet with Moreno Valley Police Department	August 2014	Meeting agenda, meeting highlights
Conduct one day-long <i>Introduction to SRTS</i> Community Workshop which offers an overview of the national philosophy and approach to SRTS, at Moreno Valley City Hall.	August 2014	Brochures for distribution at workshop; PowerPoint slides
Conduct walkability audits of participating schools, with school officials and the PTA. Identify potential “park and walk” sites for parents to park and walk their kids to school if walking from home is impractical.	September 2014	Meeting notes
Revise existing Suggested Route to School maps based on input from the walkability audits	October 2014	Suggested Routes to School maps
Recruit and organize volunteer crossing assistant program. Crossing assistants will be trained as crossing guards and will be present along walking routes on designated walk/roll to school days to observe, assist, and advise novice walkers.	Oct-Dec 2014	Training agenda; roster of volunteers
Task 2: Ongoing SR2S Program	Jan 2014-June 2015	
Schedule Walk/Roll To School event at each participating school; perform notification. Also notify regarding “park and walk” sites and “walking school bus” if applicable.	Once per quarter	Fliers, one per school per quarter

On designated walk/roll to school days, assign crossing assistants to posts and confirm their attendance.	Once per quarter per participating school	Pictures
On designated walk/roll to school days, organize "walking school bus" activity.	Once per quarter per participating school	Pictures
Hold one Bicycle Rodeo per school, in conjunction with MVPD	Once per quarter per participating school	Pictures
Conduct a debriefing to obtain lessons learned for improving the program	Once per quarter	Meeting highlights
Conduct an appreciation meeting to provide feedback to program participants. Meeting would include awards for outstanding contributions to the program	Once per quarter	Pictures, awards roster
Task 3: Wrap-up	July-August 2015	
Generate final report documenting qualitative assessment of mode shift at each school and overall, compare with control locations		Final report
Enforcement Activities		
<i>None proposed</i>		
Emergency Medical Services		
<i>None proposed</i>		

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH

**HSIP (Cycle 6) Non-Infrastructure Elements
Preliminary Estimate of Cost**

Category	Safety Education \$	Enforcement \$	EMS \$	Total \$
Staff Time	\$ 58,240.80	\$ -	\$ -	\$ 58,240.80
Travel	\$ -	\$ -	\$ -	\$ -
Equipment	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Contractual Services	\$ 326,400.00	\$ -	\$ -	\$ 326,400.00
Supplies/Materials	\$ 2,900.00	\$ -	\$ -	\$ 2,900.00
Other Direct Costs	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
***	\$ -	\$ -	\$ -	\$ -
***	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 417,540.80	\$ -	\$ -	\$ 417,540.80
			*NI Total:	\$ 417,540.80

Note: All line item costs are considered lump sum amounts per category of funding. The cost of any items or services which would not otherwise be allowable using applicant agency's general funds, are not eligible using HSIP funds. Please refer to the "Allowable Non-Infrastructure Costs with Specific Conditions or Limitations" document on the Non-Infrastructure website.

*Note: The NI Total is the overall total that must match the value shown on the application's Total Cost Estimate page.

General Definitions:

Staff Time: Local agency staff time that is required to implement the NI project/program.

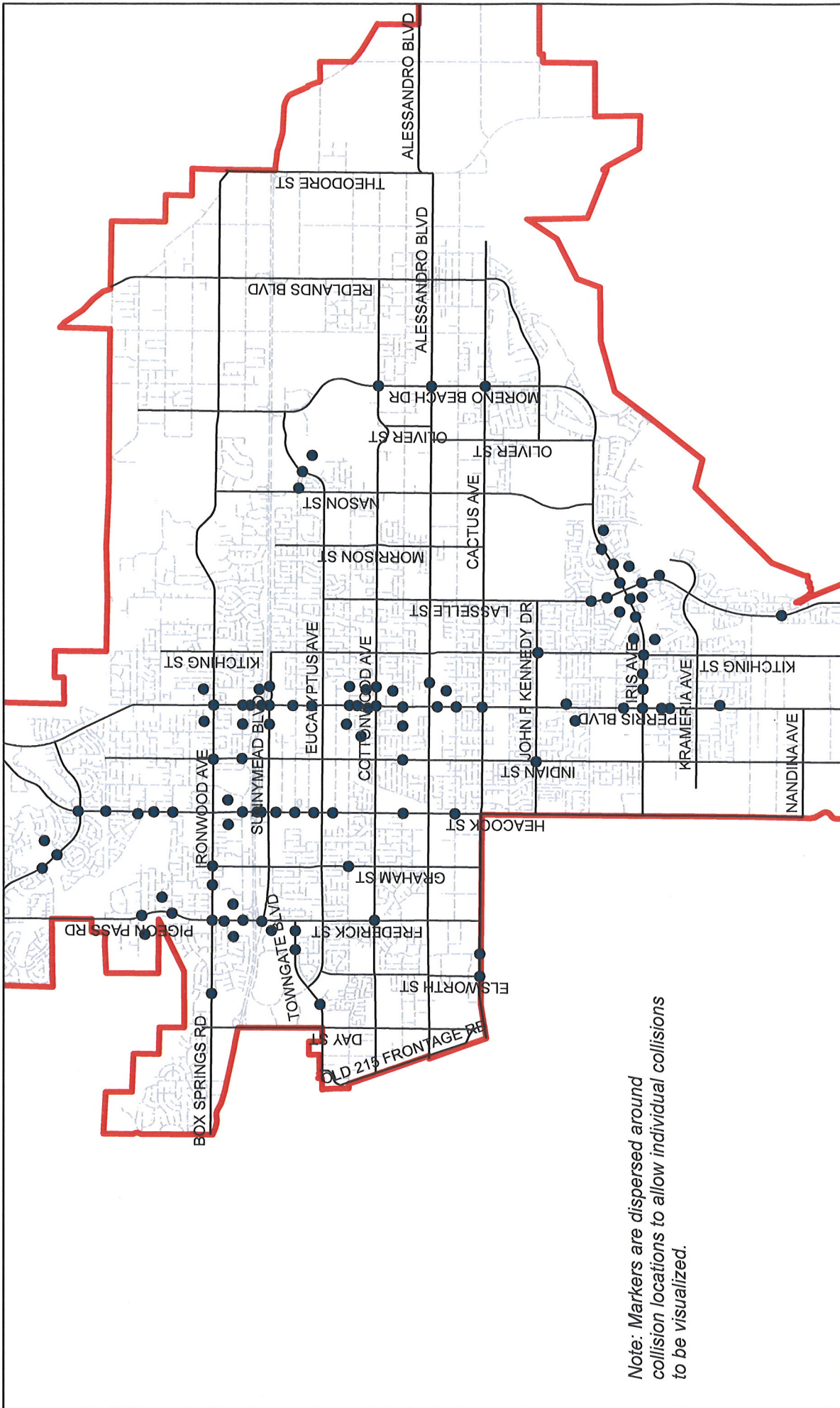
Travel: Travel expenses that would be incurred and that is necessary to complete the NI project/program.

Equipment: The rent/lease or purchase of equipment to implement a NI project/program is allowed if the equipment is for the sole purpose of the NI project/program. Computers are ineligible costs.

Contractual Services: Any contract with the local agency for consultant services requires that a "Request for Qualifications" or "Request for Proposals" be completed. Please refer to the Chapter 10 of the LAPM for additional requirements of contractual services.

Supplies/Materials: Office supplies; printing costs; and material production for educational materials

Attachment I:
Additional Information:
Map of Pedestrian and Bicycle Collisions
Near Targeted Intersections



Note: Markers are dispersed around collision locations to allow individual collisions to be visualized.



A.12.b
0 2,555,100 10,200 15,300 20,400
Feet

SIP Cycle 6
Attachment I: Pedestrian and Bicycle Collisions
Within 250 Feet of Targeted Intersections
1/2008 to 12/31/2012

Attachment: Grant application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC OUTREACH



RFP FOR CONTRACT SERVICES #808 001
 SAFE ROUTES TO SCHOOL PROGRAM
 FEDERAL AID PROJECT HSIPL-5441 (061



28604 Maranda Court, Moreno Valley, Ca 92555 Phone: 951.333.9965



28604 Maranda Court, Moreno Valley, Ca 92555 Phone: 951.333.9965

May 16, 2016
John Kerenyl
14177 Frederick St
Moreno Valley, Ca 92553

RE: Request for Proposals Safe Routes to School Program - Project 808 0014 Federal Aid Project HSIPL-5441 (061)

Dear Mr. Kerenyl and Members of the Selection Committee:

Community Now is pleased to submit this proposal for the Moreno Valley Safe Routes to School (SRTS) Program Project 808 0014/federal and project HSIPL-5441(061). Moreno Valley has built a strong foundation of prior school-based engineering, enforcement, education, and encouragement efforts, and we applaud the City and School District for taking this next step in creating a program that will enhance the safety of our schoolchildren throughout the city.

The quarterly volunteer crossing guard program will supplement current staff crossing guards and provide added safe passages for our youth. The bike/walk days, continuous safety education, and bike rodeos improve the perception that walking or biking are fun and safe activities. Which can reduce pedestrian, bike incidents around school sites, and encourage others who normally do not walk or bike to school.

The owners of Community Now, Shor Denny and Chekota Russell have worked with the City of Moreno Valley since 2011. Their efforts and collaboration with the City of Moreno Valley helped create a community volunteer crossing guard and safe route to school program that became a city sponsored program in 2012. Shor Denny was awarded Volunteer of the year in 2012 for all her valiant volunteer efforts.

In 2013, Community Now successfully bid on and completed the SR2S project number 80100517077-21001A-07, which brought needed infrastructure and SRTS education to the families of Badger Springs and Chaparral Hills. The City of Moreno Valley has successfully obtained federal funding to add sidewalks, a stop light at Armada Elementary as well as raised crosswalks and flashing beacons at resident schools, which have improved walkability. Community Now has always communicated with the City and created a submission process for walkability audits, which provided the city with up to date walking conditions allowing road clean-up, tree trimming, sidewalk repair and restriping.

Our collaboration with the Facility Director of MVUSD brought opportunities for the city and district to evaluate, work together and solve many commuter issues such as school site parking lot tree removal, parking lot restriping and crosswalks. Along with pictures and details of areas of concern, Community Now has performed walkability audits for five years at over 12 schools in the Moreno Valley area.

This project will enhance the progress already started by Community Now and the City of Moreno Valley by continuing personal and safety education for student's grade k-5 at 23 Moreno Valley and



28604 Maranda Court, Moreno Valley, Ca 92555 Phone: 951.333.9965

5 Val Verde Unified School District elementary schools affecting over 50,000 students and their families.

We collaborate with many organizations with-in the Moreno Valley and Inland Empire area and know that a comprehensive team of experts will produce a quality, time efficient and impactful SRTS program. That is why we have collaborated with Safe Moves in the Bike/Pedestrian Rodeos. Students will experience traffic situations as pedestrians in a traffic simulation course called Safe Moves City.” By using a realistic course, the ability of pedestrians to recognize and avoid traffic hazards and to walk safely is improved. The lesson plans and traffic situations accommodate “real life traffic challenges” of pedestrians. The Bike Rodeos will consist of a Bike Playground, Safety Clinic stations and Basic Mechanics stations. Our team includes KOA for engineering expertise, they will review existing and new data received from the Walkability audits and generate new suggested route maps of each school site.

Community Now offers five years of experience in Moreno Valley working with city and school officials. During that time, we have received additional funding from the Moreno Valley School District and won many awards within the County of Riverside showing that our SRTS program model is envied and sustainable.

We look forward to the opportunity to continue working with the City of Moreno Valley in implementing a successful SRTS program. Please contact me at 951-333-9965 or plugin@communitynow.info.

Thank you for your consideration,

Shor Denny

Shor Denny, CEO
Community Now



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Section A Project Understanding



Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC

Project Understanding

This project will implement a Safe Routes to School program to enhance the safety of children in several respects. This program will educate students on safely walking and biking to school, encouraging non-motorized modes of transportation to school, and reduce congestion at the school sites. This will also acclimate the drivers in the area to a multi-modal environment.



The City of Moreno Valley Program and Community Now Partnership:

- The program will expand and strengthen all efforts and partnerships into a comprehensive and cohesive quarterly SRTS program covering the city's 23 MVUSD and 5 VVUSD elementary schools. Our team will implement new education and encouragement activities, create updated suggested route to school maps, coordinate walk/bike days, bike rodeos and exciting school-site safety activities.
- Community Now is able to collaborate with the City Project manager and the administrators of the school districts enabling a cohesive citywide effort. Since the school enrollment boundaries encompass all 28 campuses and cover the entire city, many benefits achieved through implementation of this SRTS project will also improve walkability and quality of life for all community members in Moreno Valley.
- In the last five years Moreno Valley has supported our efforts to sustain a volunteer crossing guard program and helped develop the program model that is currently in place. The Moreno Valley Unified School District funded schools are; Badger Springs MS, Honey Hollow, Chaparral Hills, Hendrick Ranch, Bear Valley and Butterfield Elementary.

Combining the efforts of the current Moreno Valley Unified School District funded program and the new SRTS HSIP program funded by the city of Moreno Valley will produce an enhanced new approach to current collaborations established with the city of Moreno Valley, and the Moreno Valley and Val Verde School Districts.

Solutions to Key Issues

Project Issues and Proposed Solutions

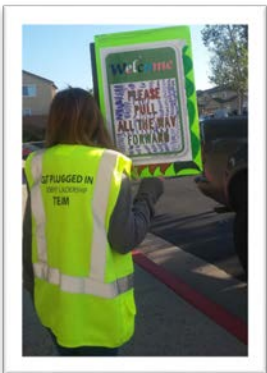
Community Now (CN) has operated the Moreno Valley Safe Routes to School Program, which developed into the current non-profit Community Now. In the Five years, we have watched the city compete for infrastructure grants that have improved the walking conditions within our city. There are still some perceived and real obstacles that may hinder many in our community from walking/biking to and from school each day

Some challenges that may reduce the impact of the SRTS program are:

Accountability of subcontractors – Some projects do not monitor their subcontractors and verify that tasks have been completed on time and satisfactorily.

Manager who can review and submit items such as trimming trees or fixing sidewalks for correction.

Lack of volunteers – As all non-profits know volunteerism can ebb and flow throughout a school year. CN has worked with hundreds of volunteers and knows that volunteer support depends of clear communication and sufficient time.



✔ **Solution** - CN will monitor all subcontractors and insists that photographs be taken of all tasks to ensure that all deliverables will be completed timely and to the satisfaction of Community Now and the City of Moreno Valley.

Walking obstacles - incomplete or broken sidewalks, obscured signage, lack of crosswalks. Although the city is very proactive, there are still many schools that will need some type of minor infrastructure repair

✔ **Solution** – The CN team will conduct a walkability audit at each school site. We will then submit a report with all walking/biking issues identified at each school site to the City Project



✔ **Solution** – CN will recruit volunteers all school year, providing many opportunities

for parents and community members to get involved. CN will celebrate the efforts and fortitude of the volunteers. The quarterly timing of the events will allow CN to promote and make each event a very special occasion for families to walk or bike to school.

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC

Solutions to Key Issues (continued)

Difficulty Scheduling – Each school must be scheduled individually for all events. Some activities will happen at multiple schools at the same time. School staff are very busy, and district protocols must be followed.



Lack of Participation – Students and parents are very busy, finding time to do extra activities can be hard to add into their day.



✓ **Solution** – CN has worked with the Moreno Valley School District for five years. We understand the protocols for the district and each school site. CN has built relationships within the Val Verde School District and will be able to adapt our reporting and scheduling process to the five schools.

✓ **Solution** – CN will operate all activities at the school site on school days. Scheduling each event when the maximum number of students will participate will increase the potential impact of the SRTS program. This will be the difference of educating hundreds to educating thousands of students within the City of Moreno Valley.



Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC



Section B: Approach and Scope of Work



Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC

Approach and Scope of Work

Project Objectives

In order to ensure project success and provide the best value to the City of Moreno Valley, the Moreno Valley and Val Verde Unified School Districts, Community Now will apply its award-winning program model. Including project management techniques, collaboration style, and leverage our experience as the Moreno Valley Safe Routes to School Program developers to fulfill the primary project objectives by implementing:

- Walking school buses
- Volunteer crossing assistants
- Parking lot patrol
- Student safety education
- Bike rodeos
- National Walk to School Month activities
- Volunteer teams
- School site activities



Since we understand the dynamics of building a sustainable SRTS program from grass root activities our staff is able to build comprehensive SRTS programs for each grade level, implement Safety programs, Recruit school site volunteers, collaborate with all stakeholders and anticipate project challenges. Building an adaptable long-term community safety program.



Collaborative Leadership

The foundation of Community Now is open, honest clear and concise communication. We have found that promoting this notion with all project stakeholders is critical to enabling our client's projects to run smoothly. Our experience in this new and developing industry has taught us that the key aspect of communication is an understanding and appreciation of individual city and school site atmospheres. Our Project Management style fosters a spirit of cooperation, which supports open communication to ensure that all project requirements are understood, addressed and fulfilled.

Effective Communication Plan

We envision our program management with the City and District to begin with a kick-off meeting with all appropriate PDT members, which will set the stage for a successful project.

We will communicate goals, expectations, objectives and requirements; establish the appropriate lines of communication, reporting protocols, and adhere to the meeting cycle set forth in the RFP to ensure that all meeting deliverables adhere to the scope of work. Through the assigned Program Development Team, we will establish the level of communication desired to keep the local community informed. Community Now will prepare communications and aid in the delivery for public consumption.

Section B.2: Scope of Work

Task 1 Set up/Organizing



1.1 Program Development Team

Deliverables

- Collaborate with the appointed Program Development Team, enforcement officials, media, school administration and community partners.
- Facilitate up to 12 monthly Program Development Team meetings; prepare agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.
- We will establish a project timeline and manage the mapping process, distribute and collect surveys
- We will provide monthly reporting and weekly emails to the City Project Manager.
- Prepare and maintain a master SRTS program schedule.
- Guide the scope of work to ensure we remain timely and effective.
- Develop brochure describing the program to distribute at city and school site events.
- Working with established Program Development Team members, we will develop and implement a strategy for the distribution of all marketing materials to the appropriate audiences.



1.2 Confirm School Participation

Deliverables

- Attend MVUSD 2016 Principals summit to highlight program.
- Meet with MVUSD school officials and schedule all walkability and survey distributions.
- Organize pre survey at Back to School nights and other parent events.
- Facilitate up to 28 school site meetings including all site stakeholders



Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC

Section B.2

Scope of Work (continued)



1.3 Conduct SRTS Workshop

Deliverables

- Conduct one-day long introduction workshop offering a PowerPoint overview of the philosophy and approach of National SRTS Partnership held at City Hall.
- Coordinate with City and School District to promote event.
- Post brochure on city website to promote event
- Provide hospitality for morning and lunch
- Distribute brochures to attendees



1.4 – Walkability Audits

Deliverables

- We will walk the perimeters up to ½ mile of each school to make note of all safety

concerns and other Safe Routes related issues.

- We will conduct walkability audits at all school sites to determine the existing conditions at each school site.
- We will invite school officials, parents and all stakeholders.
- Identify “park and walk” sites as an alternative to those families that are unable to walk from their homes.
- We will provide the meeting notes and recommendations to the City Project Manager.



1.5 – Revise Suggested Route Maps

Deliverables

- A representative from KOA will assist Community Now in identifying infrastructural hindrance or “gaps” to walking and bicycling around participating schools. Inviting the right people to the walk/bike audits is critical to having a successful audit. They will know the obstacles to walking and biking and their input in identifying obstacles ensures that SRTS programs implement effective solutions.
- Community Now will be responsible for the organization and delivery of the walk audits. As a regional leader in bilingual SRTS

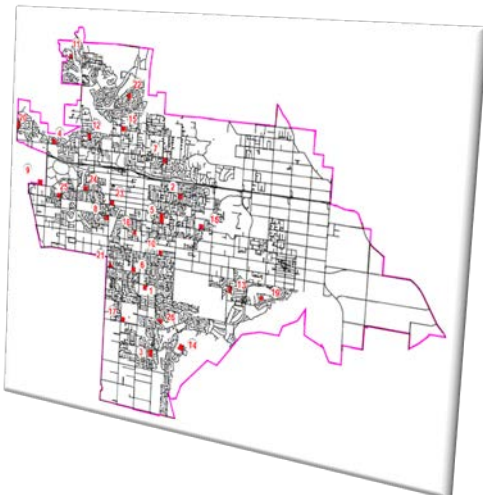


Section B.2

Scope of Work (continued)

community outreach, KOA is able to support the Community Now team with a unique skillset and staffing approach.

- Safe Moves will work with Community Now staff to schedule the walk audits at each of the participating schools-. Each walk audit will feature a brief presentation on SRTS walkability issues and best practices, followed by a walk audit in the field with school site, district, and City staffs, as well as parents and members of the school community.
- Each audit will feature printed and digital aerial maps of the school site and adjacent “walkshed” to aid in issue documentation. We will schedule up to 28 public outreach events utilizing the current GIS map.
- Each event will be a brainstorming session with interactive activities geared to identify most used routes as well as current walking/biking impediments or challenges identified by the stakeholders.
- We will survey our stakeholders (IE School Leadership, Parents, Students and other interested Parties) then compile recommended walking routes to be reviewed, approved and implemented by the City of Moreno Valley.
- When all data is collected, our team will develop 25 suggested route maps (11” x 17”) for each school site.



1.6 – Volunteer Crossing Assistant Program

Deliverables

- We will recruit and organize a volunteer crossing guard program year round at each school site.
- We will train our volunteers on “Conflict Resolution”, “How to Identify Suspicious Behaviors,” “Customer Service”, “Crossing Guard” and “Safety Education”
- **We will use Casaferoutes.org for online certification of Crossing Guards and Walking School Buses**
- L.C. Franklin of the Moreno Valley Public Works Department trained Community Now staff; we will pass this training onto all volunteers during practical training.
- We will ensure that all school-site team members are properly identified as Moreno Valley Crossing Guard Volunteers, and are processed through the city and school district.
- We will background check all volunteers through Our ORI system.
- We will provide a training agenda and roster to the City Project Manager and at the monthly PDT meeting.
- We will provide a roster of certified and background checked volunteers.



Section B.2

Scope of Work (continued)

Task 2 – Ongoing SR2S Program



2.1 Walk/Roll to School Events

Deliverables

- We will attend Back to School Nights to encourage participation and recruit volunteers.
- We will meet with school site administration to develop timeline for education and encouragement
- We will ensure that all school site volunteers are properly identified and processed through the city and school district
- We will train all volunteers on “Conflict Resolution”, “How to Identify Suspicious Behaviors,” “Customer Service”, “Crossing Guard” and “Safety Education”
- Flyers will be distributed to all schools promoting the event on a quarterly basis.
- We will work with each school to help coordinate “park and walk” points, if desired.
- Pictures will be submitted monthly

Safety Education

Deliverables

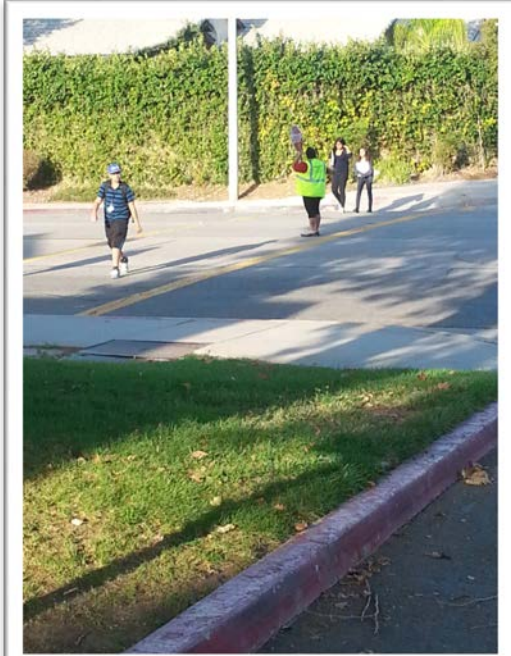
- Community Now will facilitate one “in-school” Personal safety Walking Celebration Assembly per school site.
- This safety program will educate the students on practical issues such as “who’s a Stranger”, Take a Buddy with You and many more skills needed to safely commute on public streets.
- Pictures will be submitted after each of the 28 assemblies



Section B.2

Scope of Work (continued)

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC



2.2 Walk/Roll Crossing Assistants

Deliverables

- We will designate at least one crossing guard at each site walk/roll to school event who will provide oversight of student safety and be a visual deterrent against criminal activity or violent acts that may occur on the established routes and any areas that may be visible to the crossing guard volunteers while the students travel to school.
- We will ensure that all school site volunteers are properly identified by issuing "Moreno Valley Safe Routes Volunteer" vests.
- Volunteer crossing guards will post at designated corners
- We will work with each school to help coordinate walking school buses and bike trains, if desired.
- A Summary of Events will be developed and submitted monthly.
- Pictures will be submitted monthly



2.3 Walk/Roll Walking School Bus

Deliverables

- We will attend Back to School Nights to encourage participation and recruit volunteers.
- We will meet with school site administration to develop timeline for education and encouragement
- Flyers will be distributed to all schools promoting the event on a quarterly basis.
- We will ensure that all school site volunteers are properly identified.
- We will train all volunteers on "Conflict Resolution", "How to Identify Suspicious Behaviors", "Customer Service", "Crossing Guard" and "Safety Education"



Section B.2

Scope of Work (continued)



2.4 Walk/Roll Walking Bike Rodeo

Deliverables

- Safe Moves will participate in promoting and encouraging participation
- Our team member Safe Moves will organize three Bike and Pedestrian Rodeo's with helmet clinics.
- The "Safe Moves City" Pedestrian/Bike Course features sidewalks, intersections, crosswalks, traffic signs and signals, trucks, buses, residential area, business district with stores & parking lots entrances & exits, alleyways, bike lanes, railroad tracks with train, signal, gate and signs, school and traffic sign costume characters.
- Students participate as pedestrians and bicyclists in a developmentally appropriate method. The main educational focus for this age group is walking/biking near traffic, crossing streets, crossing intersections, parking lot safety and light rail safety. The goal of the program is not only to make children aware of ways to stay safe, but to help them develop the knowledge into an automatic behavioral response.
- We will survey our stakeholders (IE School Leadership, Parents, Students and other interested Parties)
- Pictures will be submitted monthly

2.5 Student Tally Report

Deliverables

- We will administer Student tallies at each Walk/Roll event.
- We will approach school administrators requesting classroom participation
- All student tallies from walk/roll event will be compiled and submitted to the city monthly
- Control locations will also participate
- Will compile a walking/biking spreadsheet report by school site

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC

Section B.2

Scope of Work (continued)



2.6 Walk/Roll Student Surveys

Deliverables

- Develop and produce Walk/Roll to School surveys for students and parents for the purpose of gathering input on perceived obstacles to walking and biking
- Conduct student and parent surveys at each Walk/Roll event.
- Print and distribute surveys at each Walk/Roll event and control sites.
- Compile data and submit to the City Project Manager.



2.7 Debriefing

Deliverables

- We will submit all valid information needed to provide an overview of program progress.
- We will conduct a debriefing to review lessons learned for improving the program each quarter
- We will submit a report reflecting program highlights monthly.
- We will submit a weekly progress report reflecting the activities of the previous week

Section B.2

Scope of Work (continued)



2.8 Appreciation

Deliverables

- We will host three appreciation meetings for this project.
- Events will also provide feedback from participants
- Each event will provide food, fun, prizes and awards.



Control Sites

Each controlled site will not receive current pedestrian/bicycle safety education, which could translate into an increase in pedestrian incidents around each campus. Therefore, Community Now (CN) would like to limit the control sites to a maximum of three school sites.

CN will determine the control sites by first approaching the school and informing the site of all the advantages of the program. If a site does not want to participate in the Walk/Roll activities, we will introduce the control group responsibilities and ask if the site will participate.

Deliverables

Control sites:

- **Without school participation** - Student tallies can be collected at each site during a morning activity. This data can be used to complete the student tally deliverable for each site. A Walkability will be conducted for this site.
- **With school participation** – Student tallies can be a part of the morning routine as teachers monitor and submit student commute activities to our staff who will compile the data and submit to the City Program Manager.



Scope of Work (continued)

Marketing/Brochure

Deliverables

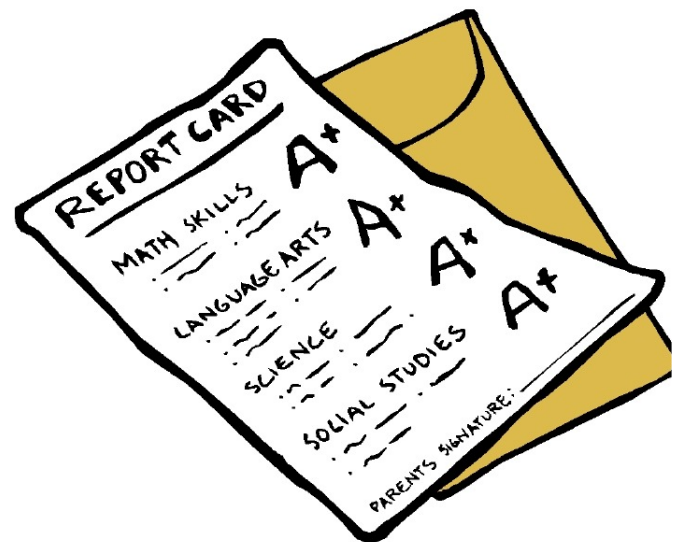
- We will oversee the creation of and submit design suggestions to the City Program Manager for approval before producing the final brochure.
- The VMA Communications will create, develop and design marketing materials for wide ranging impact within the community:
- Will design and produce Brochures for the 28 school administrators and staff highlighting the program from a school site view.
- Will design and produce brochures for parents and community to inform them of the benefits of the program and the activities involved
- Will design and produce Banners to encourage participation in quarterly events for all 28-school sites
- Will design and produce school site specific Flyers: 900 per 28 schools, 3 times
- We will monitor, distribute and broadcast the brochure on social media



Task 3 Wrap-up

Deliverables

- We will compile all the monthly reports and produce a final report documenting qualitative assessment of mode shift.
- We will compare participating school sites to the control group
- We will prepare a detailed report that reflects the differences and similarities of the participating and control sites.



Section C Qualifications and Experience



Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC



28604 Maranda Court, Moreno Valley, Ca 92555 Phone: 951.333.9965

Qualifications and Experience



Has a BS in Psychology; her previous employment was in a leadership position as an Accounting Manager for over 20 years. Mrs. Denny developed the entire SRTS program for the City of Moreno Valley, based on her accounting and management experience. She personally funded the volunteer program for two years and built alliances along the way with local government and the MVUSD school district to create an award winning safety program.

Shor Denny, Program Director

“Community Now is a non-profit that is committed to the encouragement and coordination of communication between community resources, city government, and school districts. Our goal is to empower the community by coordinating programs and activities which will sustain a safe and healthy environment in our communities”

Firm’s Relevant Experience

2015-2016 Contracted by Moreno Valley Unified School District to implement the Community Now SRTS program for eight school sites. Create Student Leadership Teams (SLT) at all sites to inspire students to become advocates in their community for positive change and developing their leadership skills. The SLT teams assist the SRTS volunteers by holding signs and being an active participant in creating a safe school site. 226 students coordinate student led campus wide safety and anti-bully campaigns to reduce bullying and increase walking. The SRTS team reviews site-specific walking routes, coordinates with City to make repairs or add signage. Assign posting positions for volunteers. Coordinate Monthly meetings for various trainings, monthly volunteer socials and the SLT yearend party. Contact: Patty Rucker, Director of student services 951-571-7500, 25634 Alessandro Blvd., Moreno Valley, CA 92553.

2014-2015 Contracted by Moreno Valley Unified School District to implement our SRTS program at four school sites. Create a student volunteer force at local high school utilizing ROTC and school club students who post along walking routes of elementary and middle schools. Coordinate with City of MV and MVUSD to use Morrison Park as a drop-off point along with utilizing the park trail located behind Moreno Elementary as a walking route. Review site-specific walking routes, coordinate with City to make repairs or add signage. Assign posting positions for volunteers. Monthly meetings for various trainings, monthly volunteer breakfast, volunteer picnic. Volunteers worked more than 5,000 hours supporting the SRTS program. Contact: Patty Rucker, Director of student services 951-571-7500, 25634 Alessandro Blvd., Moreno Valley, CA 92553.

2013-2014 Contracted by the City of Moreno Valley for SR2S cycle 6-project. Opened non-profit corporation, Implemented a safe routes program at seven school sites. Recruit volunteers, train volunteers, maintain partnerships with City of Moreno Valley and Moreno Valley School District and the National Safe Routes to School Coalition. Review site-specific walking routes, coordinate with City to make repairs or add signage. Assign posting positions for volunteers.

Qualifications and Experience (continued)

Monthly meetings for various trainings, monthly volunteer breakfast, volunteer picnic, volunteer empowerment series. Teach volunteers word, excel, power point and how to write a skill based resume. Recruited 60 volunteers enrolled over 1,000 students in the program and operated two walking school buses. Collaborate with Salvation Army, Sigma Beta and Music changing lives to create a free after school program, which will start in 2014-2015 school year. Collaborate with various community organizations. Applied for various grants; hosted first Annual Get Plugged In anti-bullying event. Contact Eric Lewis City of Moreno Valley Traffic Engineer, 951-413-3100, 14177 Frederick Street Moreno Valley, CA 92552

2012-2013 Created and implemented a safe routes program at 11 school sites. Recruit volunteers, train volunteers, create partnerships with City of Moreno Valley and Moreno Valley School District and the National Safe Routes to School Coalition. Create Sentry positions used for middle school settings. Review site-specific walking routes, coordinate with City to make repairs or add signage. Assign posting positions for volunteers. Monthly meetings for training, monthly volunteer breakfast created to encourage collaboration between school site volunteers, volunteer picnic added to thank volunteer's with free food awards and prizes. Created volunteer empowerment series to encourage our volunteers to strive for a better life. Teach volunteers word, excel, power point and how to write a skill based resume. Recruited over 200 volunteers, enrolled over 1,000 students in the program and operated six walking school buses. Collaborate with various community organizations.

2011-2012 Created and Implemented a safe routes program at four school sites. Recruit volunteers, train volunteers, create partnerships with City of Moreno Valley and Moreno Valley School District and the National Safe Routes to School Coalition. Create Sentry positions used for middle school settings. Review site-specific walking routes, coordinate with City to make repairs or add signage. Assign posting positions for volunteers. Monthly meetings for training, monthly volunteer breakfast created to create collaboration between school sites. Recruited 12 volunteers enrolled 41 students in the program and operated four walking school buses.

PROGRAMS:

- 2015-2016** Safe routes to school, Student Leadership Teams, Moreno Valley Walks Event, anti- bullying rally, annual bike rodeo.
- 2014-2015** Safe routes to school, Moreno Valley Walks Event, anti- bullying rally, annual bike rodeo, adult computer education, empowerment series.
- 2013-2014** Safe routes to school, Moreno Valley Walks Event, adult computer education, empowerment series, anti- bullying rally, annual bike rodeo.
- 2012-2013** Safe routes to school
- 2011-2012** Safe routes to school

ACCOMPLISHMENTS:

- 2015** - Received LCAP contract from Moreno Valley Unified School District, six schools, received bike rodeo certification, Program featured on Radio station KVCR. Collaboration and opening of Morrison Park drop-off
- 2014** - Received LCAP contract from Moreno Valley Unified School District, four school sites, presented with Proclamation from MVUSD declaring October Safe Routes to School Month, Program featured in Voice Magazine
- 2013** – Became the non-profit Community Now, hosted first Annual Get Plugged In Anti-Bullying Event
- 2012** - Moreno Valley Unified School District voted to add MV Safe Routes to School as a district policy #5142-2A
- 2011** - Started program, Moreno Valley Safe Routes to School program adopted by City of Moreno Valley as City volunteer program.



Qualifications and Experience (continued)

INFRASTRUCTURE IMPROVEMENTS: collaborated with City of Moreno Valley and MVUSD

2015 - Flashing Beacon installed at Mountain View MS, signage at Moreno Elem.

2014 – Sidewalks created for Badger Springs and Chaparral Hills, school site restriping to aid in traffic flow

2013 - Crosswalk created at Northridge, signaled light installed for Armada site, sidewalk repair

2012 - Crosswalk created at Bear Valley, sidewalk repair,

PROJECT HISTORY – MORENO VALLEY

MORENO VALLEY USD | ARAMADA ELEMENTARY | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits

MORENO VALLEY USD | BEAR VALLEY ELEMENTARY | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits

MORENO VALLEY USD | CHAPARRELL HILLS ELEMENTARY | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits

MORENO VALLEY USD | HONEY HOLLOW ELEMENTARY | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits

MORENO VALLEY USD | HENDRICK RANCH | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits

MORENO VALLEY USD | BADGER SPRINGS MIDDLE SCHOOL | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits

MORENO VALLEY USD | MOUNTAIN VIEW MIDDLE SCHOOL | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits, flashing beacon



Qualifications and Experience (continued)

MORENO VALLEY USD | BUTTERFIELD ELEMENTARY | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits

MORENO VALLEY USD | CLOVER DALE ELEMENTARY | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits

MORENO VALLEY USD | PALM MIDDLE SCHOOL | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits

MORENO VALLEY USD | NORTHRIDGE ELEMENTARY | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits

MORENO VALLEY USD | SUNNYMEAD MIDDLE SCHOOL | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits

MORENO VALLEY USD | MORENO ELEMENTARY | MORENO VALLEY, CA

National walk to school day and national bike month citywide events, school setup, Train volunteers, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks , Site assessment audits



Qualifications and Experience

Safe Moves



Safe Moves
15500 Erwin Street, #2451
Van Nuys, CA 91411
818 786 4614



Background

Safe Moves, established in 1983, is a non-profit 501 (c) (3) organization dedicated to reducing traffic related deaths and injuries to school-aged children; encouraging children to use alternative modes of transportation to school; educating parents on traffic safety and promoting the use of alternative modes of transportation to improve the quality of life for children, their families and the community by making school environments and neighborhoods walkable and bikeable.

Safe Moves is considered one of the leading authorities on Safe Routes to School in the country and has won many national awards from the United States Department of Transportation, National Highway Administration, Department of Health Services, California Office of Traffic Safety and the Association of Bicycle and Pedestrian Safety Professionals. Safe Moves programs have been featured in the national press including "Dateline", "The Today Show", "Good Morning America", and "20/20".

Safe Moves has graphic design, website management, video production and media relations experience to provide high quality printed material, documentation and press coverage.

Safe Moves has 32 years of experience working with the following school districts, governmental departments, law enforcement and city councils.

Qualifications and Experience (continued)

Safe Moves

School Rodeos for School Students

The Bicycle and Pedestrian Rodeos are interactive hands-on programs allowing children to experience traffic situations as pedestrians and bicyclists in a traffic simulation course called "Safe Moves City". By using a realistic course, the ability of students to recognize and avoid traffic hazards and to walk and ride safely is improved. The lesson plans and traffic situations become more challenging for the upper grades so as to accommodate their "real life traffic challenges".



Students in Kindergarten through 3rd grade participate as pedestrians in a developmentally appropriate method. The main educational focus for this age group is walking near traffic, crossing streets, crossing intersections, parking lot safety and light rail safety. The goal of the program is not only to make children aware of ways to stay safe, but to help them develop the knowledge into an automatic behavioral response.

Students in grades 4–12 can participate as pedestrians and bicyclists.

Bicycles and helmets will be provided for those students who don't have one. Students are taught how to properly fit and adjust their bicycle helmets as well as conduct a bike check for tires, brakes, seat and handlebars.

To promote the power of bicycling, a blender bike will be available for students to cycle to make a smoothie.

The "Safe Moves City" Pedestrian Course features sidewalks, intersections, crosswalks, traffic signs and signals, trucks, buses, residential area, business district with stores & parking lots entrances & exits, alleyways, bike lanes, railroad tracks with train, signal, gate and signs, school and traffic sign costume characters.

All lesson plans are designed to be age-appropriate and administered by trained safety instructors. Lesson Plans are as follows:

- Safe places to ride and walk (street, sidewalk, bike lane – depending on age)
- Unsafe places to ride and walk
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle and pedestrian collisions
- Use of bike racks, bike lanes, bike paths, bike trails
- Skills (stopping, balancing, braking, left shoulder check, scanning)
- Explanation and demonstration of the role of crossing guards
- California Vehicle Code laws and regulations
- Explanation/simulation of traffic environment (infrastructure)



Section C

Qualifications and Experience

KOA Planning and Engineering



FIRM PROFILE

Founded in 1987, KOA Corporation (KOA) is a leading provider in traffic engineering, transportation planning and construction management services for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions and responsive services. The hallmark of our success is our dedication to the success of each and every project and our desire to leave a legacy of extraordinary contributions to our communities. Our staff includes certified transportation planners, registered civil and traffic engineers, project/construction managers, and construction inspectors. With four offices located in Southern California, KOA has provided engineering services for some of the largest public works and transportation planning projects throughout California.

KOA has worked extensively with public agencies and policy makers throughout the region to effectively communicate complex issues to key stakeholders and the community, enabling them to actively participate in policy, planning, and design processes, in order for them to make informed decisions. We are strong in the transportation arena, working with federal, state, and local agency partners; community members; and stakeholders to develop a consensus and a base of support for proposed transportation plans.

KOA is the leading implementer of active transportation (AT) facilities in Southern California. Prominent innovative projects that KOA has planned, designed, managed through construction, and fine-tuned include Southern California's first two cycle track corridors (Long Beach and Temple City), the first true bicycle boulevard (Vista Street), the first green sharrow lane (Belmont Shore), and the first in-pavement crosswalk flashers in Los Angeles County. All of these facilities originated from master plans or strategic plans, found funding sources, and were designed by KOA.

KOA has helped plan hundreds of miles of trails, pedestrian facilities, safe routes to schools, and bikeways. The impetus for many of these projects is to improve public health and to increase safety and accessibility. Outreach, community presentations, education and contact with stakeholders have been key aspects to nearly all of these projects.

TYPES OF SERVICES

Traffic Engineering
Transportation Planning
Highway & Transportation Design
Program Management Construction Management

YEAR FOUNDED
1987

FORM OF THE ORGANIZATION
S Corporation

SBE #33242, California

DIR #: 1000018374

LOCATION OF OFFICE
Ontario

MAIN CONTACT
Min Zhou, PE Vice
President Project
Manager

mzhou@koacorp.com



Section C:

Qualifications and Experience (continued)

KOA Planning and Engineering

KOA CORPORATION

Role: Engineering



Each of the project scopes is supplemented with before and after photos shown here.
 Year: 2006 - 2008
 Client: City of Rialto

Founded in 1987, KOA Corporation (KOA) is a leading provider in civil and traffic engineering, transportation planning and construction management services for public agencies, and private-sector clients. Driven by the mission “Changing the Future of Travel”, they offer their clients technical knowledge, creative solutions, and responsive services. The hallmark of KOA’s success is dedication to each and every project, designed to leave a legacy of extraordinary contributions to KOA’s communities.

As a 100% employee-owned firm, KOA’s staff includes certified transportation planners and registered civil and traffic engineers. With four offices located in Southern California, KOA has provided engineering services for the largest public works and transportation planning projects throughout California.

KOA is committed to delivering the next generation of transportation facilities and has created a team of professionals devoted to this effort. The KOA team presented here has a mission to help create vibrant and dynamic neighborhoods by enhancing the pedestrian and bicycle environment around schools. The streets we use daily shape our experience with our community and contribute to the livability of our towns. KOA provides public agencies with not just mobility planning and civil engineering, but also program management and implementation to support their complete streets initiatives.

The City of Rialto received Safe Route to School funds to complete missing links for sidewalks in three separate school locations. KOA provided engineering services for these sidewalk and pedestrian signal improvement projects (see below). The projects have all been constructed except for the pedestrian traffic signal at Carter High School, which will be constructed in tandem with other traffic signal projects.

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC



Qualifications and Experience

KOA Planning and Engineering

City of Coast Mesa Citywide School

Zone Traffic Calming Project

COSTA MESA, CA

Costa Mesa Citywide School Zone Traffic Calming Project

- Before and After Student/Parent Tally Surveys (8000 surveys for 10 schools, online surveys for 5 schools plus student surveys in class)
- (E76) Environmental Analysis and Approval
- SRTS Plans and Cost Estimates

This project was approved under Cycle 3 of the Federal Safe Route to School (SRTS) Program to provide traffic calming measures affecting 15 school sites. The final design required Caltrans approval prior to construction. The two key challenges for the success of the project included environmental findings and federal approval. The project tasks KOA performed for this project included the preparation of SRTS plans, specifications, and estimates; conducting pre- and post-implementation surveys

of students and parents; managing the environmental analysis for Caltrans approval; and submitting Caltrans construction authorization forms. Design features included the enhancement of signage and striping near the schools, countdown pedestrian heads, radar speed feedback signs, and school flashers.

Year: 2013 - ongoing
Client: City of Costa Mesa

Contact: David Cho, Assistant Engineer, (714) 754-4017, dcho@ci.costa-mesa.ca.us

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC



Qualifications and Experience

VMA Communications



Introduction

Thank you for requesting this proposal for communications and marketing services. We understand how crucial effective and strategic communications tools are when building coalitions and enacting change. We bring to this effort a talented,

knowledgeable team to engage the community, parents and students within the Moreno Valley Unified School District community, with an ultimate goal to raise awareness and promote participation in the Safe Routes to School program.

About VMA Communications, Inc.

VMA Communications, Inc. possesses a wide-range of expertise, utilizing professionals with experience in the public sector, journalism, and private industry. VMA conducts large scope, integrated communications programs for public agencies and private corporations. VMA has specific expertise in target markets, particularly the Latino community, coordinating fully bilingual community events, media campaigns, and outreach programs.

As President of VMA Communications, Valerie Martinez has spent more than 20 years providing agency branding, media relations and government affairs in the world of education, community building and infrastructure development. We currently work with 15 school districts and community colleges, including Montebello Unified School District, Azusa Unified School District, Fontana Unified School District, Whittier Union High School District, Lynwood Unified School District, Bassett Unified School District and Rio Hondo College (partial list).



Ms. Martinez has worked since 2003 with the California High-Speed Rail Authority, providing strategic political guidance and implementation of a solid CEQA/NEPA-focused outreach program to support the design and engineering of the largest public infrastructure project in California in the last 50 years.

Qualifications and Experience (continued)

VMA Communication

Through facilitation of open houses with the public and briefings with local corridor cities and transit agencies, Ms. Martinez is instrumental in ensuring the Authority's plans represent the desires and concerns of the Southern California region.



Design Philosophy and Methodology

For the VMA design team, a good design is visual, visceral, and cognitive. Our team members see design as an opportunity to creatively solve communication problems, whether it be changing public policy or informing a critical audience about

a topic/event. **We can put a graphical representation together that portrays a look and feel that will engage your target audience.**

To focus this problem-solving process, our team starts by assessing the client's needs, goals, constraints, budgets, preferences, and other relevant considerations. Our overarching purpose in this regard is to refine the message in order to develop creative options that reflect this message. We treat design as an iterative process – our design professionals will work closely with you to refine the options that are most appealing in order to achieve the best possible design solution. Strong communication is critical in this process. Our work ethic is unparalleled and the company promises efficient, affordable, and high-quality work.

Adelanto Elementary School District

Coordinated communications for school district. Wrote press releases, placed stories, coordinated media and developed newsletter with news and information for parents and residents living within the school district.

Alhambra Unified School District

Coordinated communications for school district. Wrote press releases, placed stories, coordinated media and developed newsletter with news and information for parents and residents living within the school district.

Allan Hancock College

Wrote and designed annual report for multi-million dollar facilities program at community college in Santa Maria.

Apartment Association of Greater Los Angeles

Conducted outreach, media relations, membership development, and governmental affairs for apartment owners throughout Los Angeles County, including the City of Los Angeles, South Bay, San Fernando Valley and San Gabriel Valley.

Azusa Unified School District

Coordinated communications for school district. Wrote press releases, placed stories, coordinated media for parents and residents living within the school district.



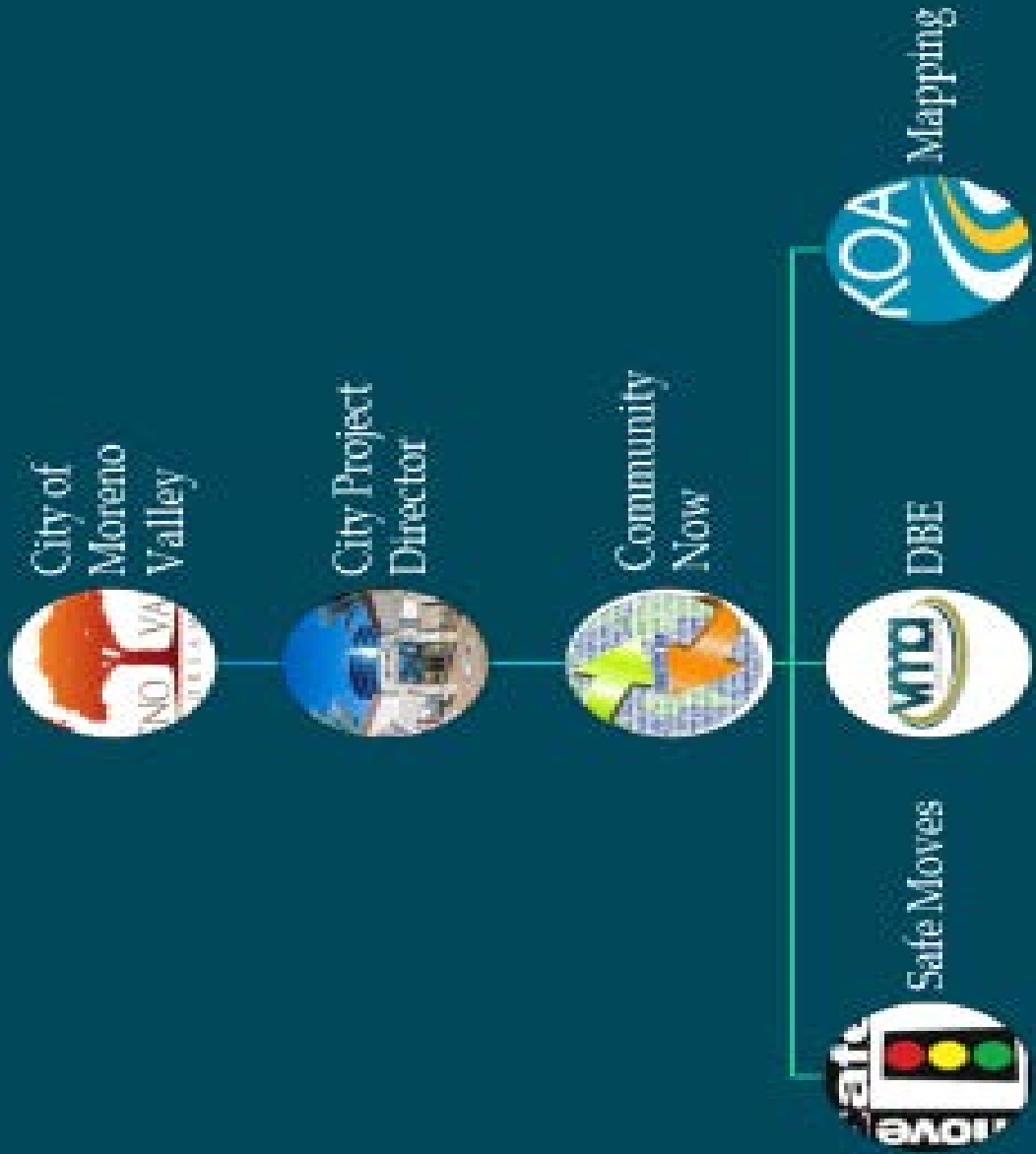
Section D: Staffing Plan

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC



Section D Staffing Plan

Moreno Valley SRTS - HSIP Program



Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC

Project Manager



Chekota Russell,

The Project Manager plays a central role in the development and coordination of the SRTS program activities and must work independently as well as collaboratively with SRTS core team to plan, manage, and implement activities in the following areas: public research and evaluation, meeting design and coordination, grant/contract management, grant and report writing, publications/materials development, supporting communications activities, serving as liaison and representative at meetings, establishing and maintaining partnerships to advance The City's mission.

Chekota has managed the Safe Routes to School Program's National walk to School Day, National Bike Month citywide events, school setup, volunteer trainings, parent meetings, weekly sentries, weekly parking lot patrol, weekly crossing guards, maintain drop off points, 3 school wide awareness events, recruit student safety teams, 5 volunteer appreciation events and 1 picnic, surveys, background checks, site assessment audits for all the following MVUSD Schools:

- ARAMADA ELEMENTARY
- BEAR VALLEY ELEMENTARY
- CHAPARRELL HILLS ELEMENTARY
- HONEY HOLLOW ELEMENTARY
- BUTTERFIELD MIDDLE
- MORENO ELEMENTARY
- HENDRICK RANCH ELEMENTARY
- CLOVERDALE MIDDLE
- BADGER SPRINGS MIDDLE
- SUNNY MEADOWS ELEMENTARY
- MOUNTAIN VIEW MIDDLE
- PALM MIDDLE

Project Manager

Chekota Russell is the co-owner and COO of Community Now, with responsibility for the structure and implementation of the Get Plugged In Program that includes the Moreno Valley Safe Routes to School Program. She has actively researched, developed and implemented the program for 4 years in Moreno Valley.

Concerning the Safe Routes to School Program, she has packaged and implemented a comprehensive Volunteer Training Guide and classroom training. She has researched pertinent laws and guidelines concerning the program and its development. Chekota is actively involved in the field operations. She has created processes in the field and communication to administrators. She has developed the structure of the program for implementation at school sites.

Chekota understands the Project Managers position requires experience as well as excellent analytical,

interpersonal, organizational and writing skills and the exercise of extensive discretion, independent judgment; as Project Manager, she will oversee all phases of the project with the support staff members.

Project Manager (continued)

C.3 Past Experience

In her tenure as COO she has created multiple programs for the Volunteer Benefits of the Get Plugged In Program including Personal Empowerment Classes. She has developed and implemented Microsoft Word, PowerPoint, and Excel classes, adult mentorship classes for the Volunteer Breakfast, and Goal Setting and Resume Writing Empowerment classes.

She also participates with different organizations like the Sons and Brothers Coalition in advancing the lives of students in positive directions and the PTA for her own children. She has worked with Veterans Affairs in fundraising and bettering facilities for veterans. She has organized a park clean up to better her community as a whole.

C.4 Project Management

As Project Manager, Chekota Russell will assign two program coordinators who will report to her and be the project level coordinator. Each Program Coordinator will assist in the development of the individual school sites by actively implementing the following:

- Participate in long- and short-term program development and planning.
- Develop and effectively manage program timelines to ensure timely completion of program deliverables.
- Monitor program activities to ensure quality and accuracy of work outcomes vis-à-vis contractual and grant commitments.
- Manage and coordinate programmatic meetings including managing logistical contractors.
- Facilitate small- and large-group meetings and trainings.
- Provide technical assistance to community-based organizations.
- Develop publications, grant applications and reports through collaborative writing and editing.
- Track relevant activities in public health and related fields to inform Community Now its partners, and communities.
- Manage relationships with contractors.
- Participate in SRTS strategic planning activities.
- Identify opportunities for marketing programs and services and implement promotional activities on behalf of the SRTS program, via social media.
- Identify partnership and funding opportunities and promote relationship building among SRTS program and other organizations, agencies, and/or individuals.
- Develop and disseminate programmatic and marketing materials.
- Develop PowerPoint presentations and other materials for use during program-related events.
- Develop written and online tools for programmatic use including survey and evaluation instruments.
- Identify technological tools to enhance and support SRTS capacity and programs.
- Serve as programmatic liaison to external partners, including representative at national, regional and local meetings



The Team

Community Now Team Project Commitment



Community Now (CN) – Will oversee and ensure that all work is completed in a timely and professional manner with an emphasis on providing the City with a high quality SRTS program. In addition to monitoring the entire scope of work, CN will develop and facilitate all meetings. CN will continue of collaboration with the City and report directly to the City’s Project Manager. We will act as a liaison between the City and all stakeholders in order to accomplish the full program services intended by the City.

CN will report directly to the City’s Project Manager and act as a liaison between the City and all stakeholders in order to accomplish the full program services intended by the City. CN will coordinate and manage the schedule of services to ensure that all deliverables are met in a timely manner.

Safe Moves (SM) – Will collaborate with CN on all Walk/Bike activities facilitating 84 bike/pedestrian rodeo’s and promoting the quarterly events at each school site.



KOA – Will have one staff member at the walk audits since we will be creating the SRTS maps Community Now will conduct all the data collection for the walk audits and obtain any data that the city may have. KOA will create a template for the SRTS route maps that will be shared with the team and the City for approval. Community Now will collect all the data using a tool that would allow importing into GIS (google earth) and provide a suggested route to school for each school based on the data and community input received at the walk audits. KOA will review the suggested routes and provide an engineering perspective to the suggested routes when developing the 28 SRTS route maps. KOA will use ArcGIS software to create a database of the suggested routes so that maps can easily be updated for future years when safety improvements are introduced into the area.

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC

Section 5

Quality Control and Assurance



Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC



28604 Maranda Court, Moreno Valley, Ca 92555 Phone: 951.333.9965

Quality Control and Assurances

Quality Control and Assurance

We at Community Now have developed a quality assurance approach that saves time, promotes accountability and provides a digital chronicle of all the activities and events described within this proposal. We will verify and oversee all components of the Moreno Valley SRTS program through onsite verification, pictures and sign-in sheets.

Our motto is “if there is not a picture it didn’t happen”. This process will include electronic submission by all subcontractors, which will reduce time and effort while also increasing accuracy.

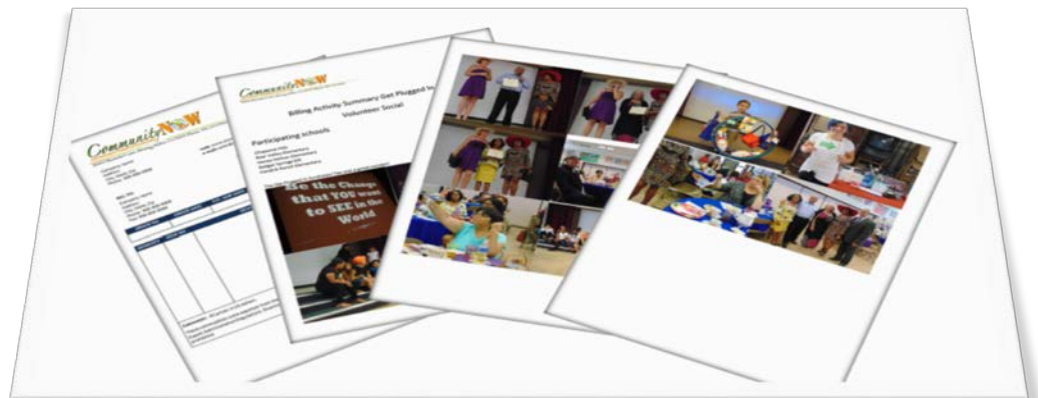
Photo documentation such as photos of:

- Sign-in sheets for meetings – (Which must be turned in before actual billing is released)
- Presentations
- Bike rodeos
- Walk/bike activities
- Walking school bus
- Pedestrian safety assembly
- Crossing Guard training
- Celebration social

Photos allow us to compile and submit actual billable activities that are memorialized by photos that can be published to the community.

All subcontractors will be responsible for taking pictures of all activities. This easy mobile process can verify that all tasks are done within the prescribed timetable and that all paperwork has been completed at the site.

Billing will consist of at least two pictures of each activity or event.



Section 11

Relevant Information



Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC



28604 Maranda Court, Moreno Valley, Ca 92555 Phone: 951.333.9965

Relevant Information

Request for Proposal for Contract Services

SRTS program 808 0014/federal Aid Project HSIPL-5441(061)

Additional Deliverables

1. Community Now will develop a master program schedule that will outline all timelines and deliverables due by each contractor. This schedule will be reviewed with the City Project Manager of a monthly basis.
2. Community Now will facilitate up to 12 monthly Program Development Team meetings; prepare agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.
3. We will submit a monthly report to the City Project Manager and designated program development team members (PDT).
4. Community Now will attend the National Safe Routes to School Conference if needed. We will recruit and organize a volunteer crossing guard program at each school site. (Aug – Jun)
5. Community Now will train, organize and monitor all crossing assistant volunteers.
6. Community Now will maintain all project files in accordance with City, Caltrans, and FHWA policies and as directed by the City's Project Manager.
7. Community Now will facilitate, coordinate and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the program meets all applicable Federal, State and local requirements.
8. Community Now will oversee and ensure that all work is completed in a timely and professional manner with an emphasis on providing the City with a high quality SRTS program.
9. Community Now will report directly to the City's Project Manager and act as a liaison between the City and all stakeholders in order to accomplish the full program services intended by the City.
10. Community Now will maintain consistent communication (daily or weekly, depending on program activity/complexity) with the City's Project Manager. Be available to answer questions regarding any urgent issues with the program at no additional charge to the City.
11. Community Now will provide administrative, management, and related services as required to coordinate work and to implement the SRTS program in accordance with the City's objectives for cost, time and quality. Community Now shall provide sufficient qualified personnel and management to carry out the requirements of the SRTS Program.
12. Community Now will not act beyond the extent of the duties, responsibilities and limitations of authority of Contractor as a representative of the City SRTS program will not modify or extend this contract without the written consent the City SRTS Program Manager.

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE

Appendices

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC



EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		

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Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
_____	_____	_____
_____	_____	_____

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Community Now

Indirect Cost Rate: 10% * for fiscal period 2016

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Moreno Valley

Contract Number: _____ Project Number: HSIPL-5441 (061)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

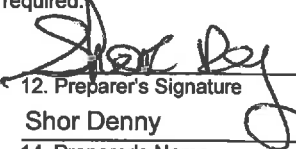
I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 29,995.00 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

- 1. Local Agency: City of Moreno Valley
- 2. Contract DBE Goal: 11%
- 3. Project Description: Moreno Valley SRTS Program
- 4. Project Location: City of Moreno Valley
- 5. Consultant's Name: Community Now
- 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Marketing, create brochure, promote events, community outreach	39962	Maritza Fairfiled 909-445-1001, 1420 N. Claremont Blvd. Ste 107B Claremont, Ca	11.25
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	11.25 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ 20. Local Agency Representative's Signature	_____ 21. Date	 12. Preparer's Signature	_____ 13. Date _____ 15. Phone _____ 16. Preparer's Title
_____ 22. Local Agency Representative's Name	_____ 23. Phone	Shor Denny 14. Preparer's Name CEO	_____ 15. Phone
_____ 24. Local Agency Representative's Title			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
 a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action:
 a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type:
 a. initial
 b. material change
For Material Change Only:
 year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity
 Prime Subawardee
 Tier _____, if known
 Congressional District, if known _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
 Community Now 28604 Maranda Ct,
 Moreno Valley, Ca 92555
 Congressional District, if known _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description: _____
 CFDA Number, if applicable _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: _____

10. Name and Address of Lobby Entity
 (If individual, last name, first name, MI)

 (attach Continuation Sheet(s) if necessary)

11. Individuals Performing Services
 including address if different from No. 10a
 (If individual, last name, first name, MI)

 (attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
 \$ 10 actual planned

13. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
 Value _____

14. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

16. Continuation Sheet(s) attached: Yes No (attach Continuation Sheet(s) if necessary)

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Shae Dewry
 Print Name: Shae Dewry
 Title: CEO
 Telephone No.: 951-333-9965 Date: 5/1/13

Federal Use Only: Authorized for Local Reproduction
 Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Schedule of Services

Task 1 - Set Up/Organizing	July-16	August-16	September-16	October-16	November-16	December-16	January-17	February-17	March-17	April-17	May-17	June-17	July-16	August-17
SRTS Program Development Team (SRTS-PDT) Community Now	Invitation to all Stakeholders to attend meeting within 3 working days		Meet with SRTS-PDT to discuss progress and schedule				Meet with SRTS-PDT to discuss progress and schedule			Meet with SRTS-PDT to discuss progress and schedule			Meet with SRTS-PDT to discuss progress and schedule	Meet with SRTS-PDT to review program and its effectiveness; turn in all reports
Monthly Progress Reports Community Now	Progress Reports emailed to City's Project Manager	Progress Reports emailed to City's Project Manager	Progress Reports emailed to City's Project Manager	Progress Reports emailed to City's Project Manager	Progress Reports emailed to City's Project Manager	Progress Reports emailed to City's Project Manager	Progress Reports emailed to City's Project Manager	Progress Reports emailed to City's Project Manager	Progress Reports emailed to City's Project Manager	Progress Reports emailed to City's Project Manager	Progress Reports emailed to City's Project Manager	Progress Reports emailed to City's Project Manager	Progress Reports emailed to City's Project Manager	All Final Reports Summarized and emailed to City's Project Manager
Safe Routes to School Conference Community Now	Attend Safe Routes to School Conference as a City of Moreno Valley Representative (based upon availability)													
Communication with City Project Manager Community Now	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community	Email Weekly Activity Report to City Project Manager unless otherwise agreed upon by City Project Manager and Community
Confirm School Participation - Community Now	MVUSD Principals Summit (PowerPoint & Brochures; Break-out Session with Principals)	Meet with Participating Val Verde School Administrators; Brochures to distribute to school officials describing the program	Schedule with School Sites; Create a master "Calendar of Events"											
Introduction to SRTS Community Workshop (at Moreno Valley City Hall) - Community Now - Safe Moves - Riverside County Public Health	Plan Event; Coordinate with City Calendar		Host Event											
Conduct Walkability Audit with Community Stakeholders - Community Now and Safe Moves		Coordinate Events with School Site Calendar to Coincide with Back to School Nights for a "Walkabout"		Report Summary										
Revise Existing Suggested Route to School Maps based on Input from Audits - KOA						Supply maps: 11" x 17" size, color, to scale, paper and PDF								
Recruit and Organize Volunteer Crossing Assistant Program - Community Now	Marketing Campaign City Wide	Hold On-Line Classes and Training with Certification Through CA-SRTS	Marketing Campaign at School Sites	Hold On-Line Classes and Training with Certification Through CA-SRTS	Marketing Campaign at School Sites	Marketing Campaign at School Sites	Marketing Campaign at School Sites	Marketing Campaign at School Sites	Marketing Campaign at School Sites	Marketing Campaign at School Sites	Marketing Campaign at School Sites	Marketing Campaign at School Sites	Marketing Campaign at School Sites	Marketing Campaign at School Sites

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC

Section E.1

Schedule of Services (continued)

	July-16	August-16	September-16	October-16	November-16	December-16	January-17	February-17	March-17	April-17	May-17	June-17	July-16	August-17
Task 2 - Ongoing SR2S Program														
Schedule Walk/roll to school events at each participating school - Community Now														
On designated walk/roll to school days, assign crossing assistants to posts and confirm their attendance - Community Now														
On designated walk/roll to school days, organize "walking school bus" - Community Now														
Bicycle Safety Event- Safe Moves														
Safety Education Assembly Community Now														
Prepare school pedestrian/bicyclist tally reports to gauge project effectiveness - Community Now														
Develop and produce walk/roll to school surveys for students and parents - Community Now														
Conduct a debriefing to obtain lessons learned for improving the program - Community Now														
Conduct an appreciation meeting to provide feedback to program participants; awards for outstanding contributions to the program - Community Now														
Task 3 - Reporting, Documentation, and Delivery														
Generate final report documenting qualitative assessment of mode shift at each school and overall, compare with control locations - Community Now														

Generate final report

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC



Board of Education
 Jesus M. Holguin, President
 Denise Fleming, Ed.D., Vice President
 Cleveland Johnson, Clerk
 Gary E. Baugh, Ed.S.,
 Patrick W. Kelleher

Superintendent of Schools
 Judy D. White, Ed.D.

Moreno Valley Unified School District

25634 Alessandro Boulevard
 Moreno Valley, California 92553
 951-571-7500
 www.mvUSD.net

The mission of Moreno Valley Unified School District is to ensure all students graduate high school prepared to successfully enter into higher education and/or pursue a viable career path.

14177 Frederick St
 Moreno Valley, CA 92552
 RFP 808 0014/ HSIPL-5441 (061)

May 2, 2016

To Whom It May Concern:

On behalf of the Moreno Valley Unified School District, we are pleased to offer our full support for the submission of the application for the Moreno Valley Safe Routes to School (MVSRTS) Program (Project No. 808 0014/Federal Aid Project). This program requires a strong network of caring individuals and service providers in order to help create systemic change. The MVSRTS program is designed to help improve the community of Moreno Valley, and serve as a model of an effective walking and biking to school program. As a reflection of this work, we anticipate less pedestrian and bicycle incidents and a reduction in greenhouse gas at our school sites.

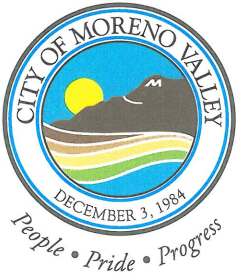
Community Now has worked tirelessly and consistently to encourage and educate our students and the community on issues of personal safety, physical health, mental fitness and positive social interaction. Therefore, Moreno Valley Unified School District committed to continue to provide support services judged important to helping students and community members live healthy lives.

Sincerely,

A handwritten signature in cursive script that reads 'Patty Rucker'.

Patty Rucker
 Student Services Coordinator

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC



City Hall
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Phone: 951.413.3008
Fax: 951.413.3760
www.moval.org

April 14, 2015

To Whom It May Concern:

It is my pleasure to recommend the consultant services of Community Now for the Safe Routes to School program. Community Now has done an excellent job in organizing and coordinating volunteers to implement Safe Routes to School programs and activities at several schools within the City of Moreno Valley. The volunteers and staff of Community Now are dedicated to ensuring the safety of the children in Moreno Valley and their positive attitude and work ethic is commendable.

If you have any questions regarding Community Now's contributions to the City of Moreno Valley Safe Routes to School program, please feel free to contact Mr. Eric Lewis, City Traffic Engineer, at 951-413-3140, or by email at ericle@moval.org.

Sincerely,

Jesse L. Molina
Mayor

- c: City Council
- Michelle Dawson, City Manager
- Ahmad R. Ansari, Public Works Director/City Engineer
- Eric Lewis, City Traffic Engineer

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL PUBLIC

shor denny

From: shor denny
Sent: Wednesday, May 18, 2016 3:40 PM
To: 'maritza.fairfield@vmapr.com'; 'Chekota Russell'
Subject: VMA Quote

Hi Maritza and Kota,

Maritza called and stated that she will have a quote for us by tomorrow morning.

Talk soon,

Shor Denny
CEO - Community Now
Exec. Program Director - M.V. Safe Routes
Vice Chair -Moreno Valley Traffic Safety Commission
plugin@communitynow.info 951-205-9231
Enhancing lives one person at a time.
Like us on FaceBook!

shor denny

From: shor denny
Sent: Wednesday, May 18, 2016 12:19 PM
To: 'gyoung@youngcomms.com'
Cc: 'Chekota Russell'
Subject: FW: Community Now Proposal
Attachments: MoVal HSIP Schedule of Activities.xlsx; RFP-HSIP-SRTS Final - Activities Pages.pdf

Good afternoon,

We at Community Now are interested in receiving a quote from your firm. We have a deadline fast approaching and need to receive your quote by 5pm today. We are sorry for the late notice but hope that you will be able to work with us on this project. Please review the information below.

I have attached our schedule and the piece of the rfp that concerns the activities.

I have created a list by priority to help us with the costing of this project. These are the items we need:

1. Create, develop and design marketing materials for wide ranging impact within the community:
 - a. Design and produce Brochures for the 28 school administrators and staff we will be introducing our program to
 - b. Design and produce Brochures for Parents and Community to inform them of the benefits of the program and the activities involved
 - c. Design and produce Banners to encourage participation in quarterly events for all 28 school sites
 - d. Design and produce school site specific Flyers: 900 per 28 schools, 3 times
2. Publicize 1 community meeting to inform the public of program
3. Coordinate media efforts and community engagement to get full community participation in all 84 events
4. Coordinate media efforts and community engagement for participation in community social celebration events
5. Publicize ALL events to promote participation and recognition of Community Now and the Safe Routes to School Program
6. Write, produce and place Public Service Announcements in coordination with the goals of Community Now and the Safe Routes to School Program
7. Develop website content and design

The RFP is due 9 am Thursday, May 19, 2016. We hope you can contact us no later than 5pm today.

Chekota Russell
 Community Now Chief of Operations
 (951) 333-9965 / (626) 272-6594
kota@communitynow.info

*May you have **SUCCESS** in all that you **CHOOSE** to do!*

shor denny

From: shor denny
Sent: Wednesday, May 18, 2016 12:17 PM
To: 'kim@craftpr.com'
Cc: 'Chekota Russell'
Subject: FW: Community Now Proposal
Attachments: MoVal HSIP Schedule of Activities.xlsx; RFP-HSIP-SRTS Final - Activities Pages.pdf

Good afternoon,

We at Community Now are interested in receiving a quote from your firm. We have a deadline fast approaching and need to receive your quote by 5pm today. We are sorry for the late notice but hope that you will be able to work with us on this project. Please review the information below.

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7. Develop website content and design

The RFP is due 9 am Thursday, May 19, 2016. We hope you can contact us no later than 5pm today.

Chekota Russell
 Community Now Chief of Operations
 (951) 333-9965 / (626) 272-6594
kota@communitynow.info

*May you have **SUCCESS** in all that you **CHOOSE** to do!*

shor denny

From: shor denny
Sent: Wednesday, May 18, 2016 12:12 PM
To: 'coppock@action3630.com'
Cc: 'Chekota Russell'
Subject: FW: Community Now Proposal
Attachments: MoVal HSIP Schedule of Activities.xlsx; RFP-HSIP-SRTS Final - Activities Pages.pdf

Good afternoon,

We at Community Now are interested in receiving a quote from your firm. We have a deadline fast approaching and need to receive your quote by 5pm today. We are sorry for the late notice but hope that Action Research will be able to work with us on this project. Please review the information below.

I have attached our schedule and the piece of the rfp that concerns the activities.

I have created a list by priority to help us with the costing of this project. These are the items we need:

1. Create, develop and design marketing materials for wide ranging impact within the community:
 - a. Design and produce Brochures for the 28 school administrators and staff we will be introducing our program to
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5. Publicize ALL events to promote participation and recognition of Community Now and the Safe Routes to School Program
6. Write, produce and place Public Service Announcements in coordination with the goals of Community Now and the Safe Routes to School Program
7. Develop website content and design

The RFP is due 9 am Thursday, May 19, 2016. We hope you can contact us no later than 5pm today.

Chekota Russell
 Community Now Chief of Operations
 (951) 333-9965 / (626) 272-6594
kota@communitynow.info

*May you have **SUCCESS** in all that you **CHOOSE** to do!*

shor denny

From: Chekota Russell
Sent: Tuesday, May 17, 2016 10:58 PM
To: shor denny
Subject: Fwd: Fwd: Community Now Proposal
Attachments: MoVal Proposal-Safe Routes to School Program.pdf

Importance: High

Chekota Russell
 Community Now COO
 Safe Routes to School Program Administrative Director
 kota@communitynow.info
 (951) 333-9965 / (626) 272-6594
 MAY YOU HAVE SUCCESS IN ALL THAT YOU CHOOSE TO DO!
 Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

From: cgr@christinegrodriguez.com
Date: 05/17/2016 10:54 PM (GMT-08:00)
To: Chekota Russell <Kota@communitynow.info>
Subject: RE: Fwd: Community Now Proposal

Good evening, Chekota,

Please find attached a very rough estimate of the work that I believe would need to be done to market & promote the SRTS Program. If I'd had a bit more time to respond, I probably could have sharpened the pencil a bit. But, hopefully, this will be in the ballpark.

I will emphasize that I have years of practical experience and work very efficiently. And, if you'd like a reference from the City of Moreno Valley, I can give you the name of your Assistant City Manager - **Tom DeSantis**. I worked closely with Tom while I was at Rockwell and he was a Public Information Officer in the U.S. military.

Thank you for the opportunity to quote on this program.

Best regards,

Christine G. Rodriguez

CGR Strategic Communications, LLC
 Christine G. Rodriguez, Owner/Principal
cgr@christinegrodriguez.com
www.christinegrodriguez.com
 736 Payette Drive
 Corona, CA 92881
 951.515.3992 - cell
 951.371.4955 - office/fax

----- Original Message -----

Subject: Fwd: Community Now Proposal
 From: Chekota Russell <Kota@communitynow.info>
 Date: Tue, May 17, 2016 5:16 pm
 To: "Christine G. Rodriguez" <cgr@christinegrodriguez.com>

Here you go, thank you!

Chekota Russell
 Community Now COO
 Safe Routes to School Program Administrative Director
kota@communitynow.info
 (951) 333-9965 / (626) 272-6594
 MAY YOU HAVE SUCCESS IN ALL THAT YOU CHOOSE TO DO!
 Sent via the Samsung GALAXY S@ 5, an AT&T 4G LTE smartphone

----- Original message -----

From: Chekota Russell <Kota@communitynow.info>
 Date: 05/17/2016 3:39 PM (GMT-08:00)
 To: Cgr@christinegrodriguez.com
 Cc: shor denny <plugin@communitynow.info>
 Subject: Community Now Proposal

I have attached our schedule and the piece of the rfp that concerns the activities.

I have created a list by priority to help us with the costing of this project. These are the items we need:

1. Create, develop and design marketing materials for wide ranging impact within the community:
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 - c. Design and produce Banners to encourage participation in quarterly events for all 28 school sites
 - d. Design and produce school site specific Flyers: 900 per 28 schools, 3 times
2. Publicize 1 community meeting to inform the public of program
3. Coordinate media efforts and community engagement to get full community participation in all 84 events
4. Coordinate media efforts and community engagement for participation in community social celebration events
5. Publicize ALL events to promote participation and recognition of Community Now and the Safe Routes to School Program
6. Write, produce and place Public Service Announcements in coordination with the goals of Community Now and the Safe Routes to School Program
7. Develop website content and design

The RFP is due 9 am Thursday, May 19, 2016. We hope you can contact us soon.

Chekota Russell
Community Now Chief of Operations
(951) 333-9965 / (626) 272-6594
kota@communitynow.info

*May you have **SUCCESS** in all that you **CHOOSE** to do!*



Proposal: Safe Routes to School (SRTS) Program – Community Now

Project No. 808 0014/FEDERAL AID PROJECT HSIPL-5441 (061)

Objective

Develop and implement marketing/communications strategic and tactical plans to implement Safe Routes to School (SRTS) educational programs to promote walking and bicycling among students at 28 elementary schools within the City of Moreno Valley. SRTS program is part of the Highway Safety Improvement Program (HSIP) – Project No. 808 0014/FEDERAL AID PROJECT HSIPL-5441(061)

Goals

Goal of this proposal is to develop strategies and tactics that will achieve the objective listed above through effective community outreach and targeted messages tailored for key audiences.

Solution

Several strategies and tactics will be implemented, including but not limited to the following:

1. Develop new and nurture existing strategic relationships among the organizations listed below to leverage efforts to keep the children of Moreno Valley safe while walking or bicycling to/from school:
 - a. City of Moreno Valley
 - b. Moreno Valley school system and PTA organizations
 - c. Multicultural chambers of commerce
 - d. Faith-based organizations
 - e. Nonprofit organizations;
 - f. Elected officials
 - g. Police and Fire Departments
 - h. Cultural organizations
2. Identify human interest stories and Public Service Announcements (PSAs) to pitch to local news media outlets; and post blogs on social media sites that will emphasize the importance of community participation in the SRTS Program
3. Develop metrics to measure effectiveness of the SRTS Program and “lessons learned” (use surveys and other feedback mechanisms to gather and report results)
4. Develop volunteer program, including training

Methodology

1. Create, develop and design marketing materials for wide ranging impact within the community:
 - a. Design and produce brochures for the 28 school administrators and staff to whom the program will be introduced;
 - b. Design and produce brochures for parents and members of the community to inform them of the benefits of the program and activities involved;
 - c. Design and produce banners to encourage participation in quarterly events for all 28 school sites;
 - d. Design and produce school site specific flyers: 900 per 28 schools, 3 times
 - e. Design and produce PowerPoint presentations as needed for SRTS workshops
2. Publicize community meeting to inform the public of program; assist as needed in public outreach and workshops;
3. Coordinate media efforts and community engagement to get full community participation in all 84 events;
4. Coordinate media efforts and community engagement for participation in community social celebration events;
5. Publicize ALL events to promote participation and recognition of *Community Now* and the *Safe Routes to School* Program;
6. Write, produce and place Public Service Announcements in coordination with the goals of *Community Now* and the *Safe Routes to School* Program;
7. Work with graphic designer to develop website content and design

Christine Rodriguez Consulting: Experience and Expertise

Strategic Thinker, Tactical Implementer - Christine is a strategic thinker with expertise in developing detailed business and strategic plans. At the same time, she is able to roll up her sleeves and join her team to get the work done.

Leader - Christine's ability to lead is evidenced by the fact that throughout her successful career, she became a key member of executive management and decision-maker; and earned positions of responsibility during her climb up the Rockwell management ladder. Following her retirement from Rockwell, Christine was recruited to the position of President and CEO of Discovery World, a nonprofit organization in Milwaukee dedicated to innovation and science, math and fresh-water education. Under her leadership, Discovery World raised upward of \$64 million and opened a new 120,000 square-foot facility on Lake Michigan. In addition, Christine helped to form a new organization, the Hispanic Professionals of Greater Milwaukee (www.HPGM.org), which celebrated its 15-year anniversary in May 2016; and provided leadership as a board member of numerous nonprofit boards across the country.

Corporate Connections - During her successful 30-year career with Rockwell International Corporation and Rockwell Automation, the successor company, Christine formed many professional relationships. She has worked directly with two Rockwell CEOs - Donald R. Beall and Don H. Davis - and their management teams. In her role of representing Rockwell in the community, Christine interacted with high-level executives in many Fortune 100 companies (e.g., Allstate, Boeing, Coca-Cola, Ford, Miller Brewing Company, Pepsi, Wal-Mart, etc.). In addition, Christine worked closely with captains of industry in Milwaukee, including the Chairmen and CEOs of Astronautics

Corporation of America, Badger Meter, Baird, Briggs & Stratton, Gilbane Building Co., Harley-Davidson, Husco International, Johnson Controls, Inc., Manpower International, Northwestern Mutual, to name a few. **Christine also worked closely with Tom DeSantis, who is the current Assistant City Manager for the City of Moreno Valley, during his tenure in the U.S. Air Force as a Public Information Officer.**

Effective Relationship Manager - As Vice President of State and Government Relations, Christine was responsible for enhancing the worldwide image of Rockwell. Internally, she interfaced with all levels of Rockwell executives and employees. Externally, Christine worked closely with representatives of the community, academia, civic leaders, general and trade media, and the general public. In her nonprofit role as President and CEO of Discovery World, Christine was responsible for relationships with donors, corporate partners, educators, civic and community leaders, and the general public. One of Christine's greatest sources of pride is the fact that many young professionals have adopted her as a mentor and lifelong friend.

Strong Writing, Interviewing and Editing Skills - Christine's early experiences as Manager of the Communications function for Rockwell's Defense Electronics business gave her the experience of working well with engineering and technical personnel, and the unique skill of translating technical jargon into easily understood language for the lay person. In her previous role as **Editor of Rockwell News**, Christine determined editorial content, interviewed employees, executives and customers, and wrote articles and news releases. Most recently, she edited and published a book titled, "*The Formation, Evolution and Transformation of Rockwell*," written by Donald R. Beall, Chairman Emeritus of Rockwell.

Innovative Entrepreneur - Christine credits her success as an entrepreneur to the training and experience she gained as a member of corporate executive management; a nonprofit leader and, most importantly, to her creativity and tenacity. Following her successful 30-year Rockwell career, Christine helped build and open a major science and technology nonprofit center in Milwaukee; launched a consulting business; and launched JGCG Enterprises, LLC to publish a book of Spanish-language poetry written by her business partner José E. Grijalva.

Transferable Technical Skills - Christine has worked in various industries, including Corporate America, highly technical/engineering environments, the nonprofit sector, and with construction professionals and tradesmen/women. Her skills and expertise brings new perspective and diversity of thought to each sector.

Conclusion

Christine has years of experience and knowledge in community outreach and event planning that will ensure a successful marketing/communications campaign to promote the SRTS Program. *Community Now* can move forward with confidence in addressing its target markets with a well-developed strategic communications plan.

Fees/Payment Schedule

Normal billing rate by Christine G. Rodriguez Consulting is \$100 per hour. **Nonprofit rate is \$50 per hour.** This does not include services by a graphic designer, if needed.

Rough estimate for Christine G. Rodriguez Consulting is an average of 8 to 10 hours per week at nonprofit rate of \$50 per hour during periods of: August – December 2016; and January – June 2017.

*40 hours per month @ \$50/hour = \$2,000/month x 5 months in 2016 (Aug/Sept/Oct/Nov/Dec) = \$10,000

*32 hours per month @ \$50/hour = \$1,600/month x 6 months in 2017 (Jan/Feb/Mar/Apr/May/Jun) = \$9,600

Expenses, including mileage and produced materials (printing services; banners; etc.) would be billed separately. If outside graphic design services are needed and pre-approved by the contracting organization, they will be billed separately.

***Only actual hours worked will be billed with a Not-to-Exceed total hours agreed upon by both parties if this proposal is accepted.**

Thank you for the opportunity to quote on this worthwhile program.



Dated: 05/17/2016

shor denny

From: Chekota Russell
Sent: Tuesday, May 17, 2016 6:31 PM
To: shor denny
Subject: RE: Community Now Proposal

Thank you!

Chekota Russell
 Community Now COO
 Safe Routes to School Program Administrative Director
 kota@communitynow.info
 (951) 333-9965 / (626) 272-6594
 MAY YOU HAVE SUCCESS IN ALL THAT YOU CHOOSE TO DO!
 Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

From: shor denny <plugin@communitynow.info>
Date: 05/17/2016 6:19 PM (GMT-08:00)
To: astarrconsulting@gmail.com
Cc: Chekota Russell <Kota@communitynow.info>
Subject: FW: Community Now Proposal

Hi Angie,

Thank you for responding to our message. Please review the information below.

Shor Denny
 CEO - Community Now
 Exec. Program Director - M.V. Safe Routes
 Vice Chair - Moreno Valley Traffic Safety Commission
 plugin@communitynow.info 951-205-9231
 Enhancing lives one person at a time.
 Like us on FaceBook!

From: Chekota Russell
Sent: Tuesday, May 17, 2016 3:40 PM
To: Cgr@christinegrodriguez.com
Cc: shor denny <plugin@communitynow.info>
Subject: Community Now Proposal

I have attached our schedule and the piece of the rfp that concerns the activities.

I have created a list by priority to help us with the costing of this project. These are the items we need:

Attachment: Proposal from Community Now (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE

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- a. Design and produce Brochures for the 28 school administrators and staff we will be introducing our program to
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 6. Write, produce and place Public Service Announcements in coordination with the goals of Community Now and the Safe Routes to School Program
 7. Develop website content and design

The RFP is due 9 am Thursday, May 19, 2016. We hope you can contact us soon.

Chekota Russell

Community Now Chief of Operations

(951) 333-9965 / (626) 272-6594

kota@communitynow.info

*May you have **SUCCESS** in all that you **CHOOSE** to do!*

shor denny

From: Chekota Russell
Sent: Monday, May 16, 2016 2:13 PM
To: maritza.fairfield@vmapr.com
Cc: tina.dossey@vmapr.com; shor denny
Subject: Request for Proposal



28604 Maranda Court, Moreno Valley, Ca 92555 Phone: 951.333.9965

Dear Ms. Fairfield,

My name is Chekota Russell and I am the COO of Community Now. We are applying for a RFP in Moreno Valley for a Safe Routes to School Program. This RFP has a DBE requirement and we found your company in our search. Marketing is an important piece to a successful Safe Routes to School program to increase impact and engagement and we feel your company would be a perfect fit with our program.

I have created a list by priority to help us with the costing of this project. These are the items we need:

1. 1. Create, develop and design marketing materials for wide ranging impact within the community:
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 - c. Design and produce Banners to encourage participation in quarterly events for all 28 school sites
2. 2. Publicize 1 community meeting to inform the public of program
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6. 6. Write, produce and place Public Service Announcements in coordination with the goals of Community Now and the Safe Routes to School Program
7. 7. Develop website content and design

The RFP is due noon Thursday, May 19, 2016. We hope you can contact us soon.

Thank you for your time and consideration,

Chekota Russell
Community Now Chief of Operations
(951) 333-9965 / (626) 272-6594
kota@communitynow.info
*May you have **SUCCESS** in all that you **CHOOSE** to do!*

PROPOSAL FOR THE CITY OF MORENO VALLEY:
**SAFE ROUTES TO SCHOOL (SRTS)
PROGRAM**

May 19, 2016



PREPARED BY:
Alta Planning + Design
IN ASSOCIATION WITH:
Safe Moves
Partners in Diversity (DBE)
Copy2Copy (DBE)

Attachment: Proposal from Alta Planning and Design (2127) : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

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617 W. 7th Street, Suite 505
 Los Angeles, CA 90017
 (213) 489-7443
 www.altaplanning.com

May 19, 2016

City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92553

Re: Proposal for the City of Moreno Valley Safe Routes to School Program

Dear Members of the Selection Committee:

Alta Planning + Design (Alta) is pleased to submit this proposal for the Moreno Valley Safe Routes to School (SRTS) Program. This Highway Safety Improvement Program (HSIP) funded project builds on additional HSIP Cycle 6 & 7 awards, the ATP Cycle 1 Citywide Safe Routes to School Pedestrian Facilities Improvements project, as well as an ongoing grassroots SRTS program at several schools and will expand the education, encouragement and engineering activities to 28 elementary schools in the city.

Alta is the premier firm in California in the management and implementation of comprehensive 5 E's SRTS programs. We have managed dozens of citywide and countywide SRTS programs and will draw on our experiences and lessons learned to implement an effective and successful program in Moreno Valley. Alta's Project Manager Leah Stender has over eight years of experience with strategic implementation of multi-school SRTS initiatives and Principal-in-Charge Brett Hondorp brings over 15 years of SRTS program experience to the project, including numerous countywide, citywide and region-wide programs.

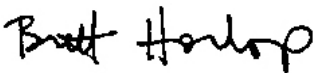
We have partnered with **Safe Moves** who have conducted bicycle education and rodeo assemblies throughout the Inland Empire. Additionally, we have partnered with Partners for Diversity, a DBE, a staffing firm who has worked with the City of Moreno Valley previously, further strengthening our local expertise. We strongly support building local capacity as part of our SRTS efforts, and we are open to including **community-based partners** in our efforts. Our team comes prepared with a strong understanding of background issues in Moreno Valley and can hit the ground running to get the project mobilized and implement activities in accordance with the project timeline. There are several unique qualifications of Alta's team:

- **Led by a Professional and Objective Consulting Firm.** As a professional consulting firm, Alta offers a staff of trained and objective planners, engineers and SRTS specialists, objectivity, a proven track record of project delivery, robust QA/QC, and assurance that invoicing and reporting will be done in accordance with grant requirements. Community based non-profits, while excellent partners in SRTS efforts, often do not have the capacity to prime contracts like this when it comes to project management, delivery of scope, adherence to schedule, quality control, reporting, and developing objective recommendations. Many of Alta's SRTS projects have been funded by Caltrans grants, and we understand the unique requirements of these grants including required evaluation, reporting, limitations on incentive items, and ensuring airtight invoice backup. Furthermore, many non-profits may find it difficult to separate their advocacy work from the delivery of professional services contract. Alta's approach offers the best combination of an **experienced and objective prime consultant** with the proven ability to manage and deliver grant funded projects, teamed up with a **non-profit implementer** with strong local ties to help deliver program activities. As noted above, we **are open to adding additional local community groups** to our team to further strengthen the local partnerships under our strong management.

- Multi-School SRTS Program Experience.** There is no other firm in California with Alta's experience managing grant-funded SRTS programs that involve large numbers (25+) of schools, working with local community teaming partners, and implementing the full 5 E's from engineering recommendations to education and encouragement activities to program evaluation. Implementing grassroots school activities is not equivalent to the experienced program management needed to scale up a program to 28 schools and deliver activities within the grant-required timeline and budget. In addition to our current work on the Rialto Citywide SRTS Program, our Southern California SRTS program experience includes Chula Vista, Santa Clarita, Pico Rivera, Los Angeles County, Santa Monica, and Claremont - these efforts have spanned very diverse communities but all have the common element of Alta building strong community and school partnerships in order to implement effective programming. In northern California Alta has been managing a program involving 175 schools and several non-profit implementers in Alameda County for the past 5 years, demonstrating our track record in successful delivery of complex programs.
- Local Capacity Building.** We want this program to succeed beyond the life of the grant, and to this end we will seek to work with local community groups to ensure sustainability. Our staffing plan includes hiring a locally-based bilingual coordinator to serve as school liaison, and we will offer culturally appropriate outreach that directly reaches stakeholders. We are open to partnering with other community-based organizations to better build on existing relationships.
- Engineering Expertise.** We believe the engineering task is one of the most important elements of this project and we have devoted substantial resources and expertise to ensure it is done correctly. This SRTS program offers a unique opportunity to conduct walk audits at the 28 elementary schools and develop a prioritized citywide list of improvements to be implemented as part of ongoing maintenance, included in CIP lists, or prioritized for future grant applications. Ita's walk audits will be led by an engineer with extensive Riverside County experience. We have a well-established and efficient process for conducting school site assessments, identifying feasible improvements, and developing realistic planning-level costs. Our conceptual improvement plans have been used as the basis for numerous successful state and federal grant applications including ATP. We will work with the city to prioritize the recommendations and align them with the most appropriate funding sources.

The Alta team offers resources, experience, and deliverables that are unparalleled in SRTS and the bicycle and pedestrian field, and we look forward to the opportunity to work with the City of Moreno Valley in implementing a successful SRTS program. We have developed a work plan that responds to the goals set forth in the RFP and that is based on our experience working on similar projects in similar communities. Alta Principal-in-Charge Brett Hondorp is authorized to negotiate on behalf of the firm.

Sincerely,



Brett Hondorp, AICP
Principal Authorized to Bind the Firm
Alta Planning + Design

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Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

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A. PROJECT UNDERSTANDING



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A. PROJECT UNDERSTANDING

The City of Moreno Valley seeks to proactively improve the safety and comfort of people traveling to school by all modes, especially those walking, riding bicycles, and using other non-automobile means.

The Moreno Valley Safe Routes to School (SRTS) Program will build upon previous walking- and bicycling-related infrastructure improvements including Highway Safety Improvement Program grant awards, the ATP Cycle 1 Grant award for Citywide Safe Routes to School Improvements throughout Moreno Valley, and grassroots initiatives at several local schools in recent years. Our team will build upon and expand these previous efforts into a comprehensive citywide program. Our approach includes conducting walk audits and developing engineering concept plans, updating the Suggested Route to School Maps, and the development of a menu of options for education and encouragement activities from which participating schools can select their level of engagement. **The deliverables from this project will allow the City to use this project as a pilot project and apply for future funding to expand the education and encouragement portion as well as secure funding for larger engineering improvements around school sites.** Since the collective school enrollment boundaries around the 28 campuses essentially covers the entire city, any benefits achieved through implementation of this Safe Routes to School project will also improve mobility and quality of life for all community members in Moreno Valley.

The successful implementation of this Safe Routes to School program will be possible only if the schedule is adhered to closely, particularly at the outset of the project. We understand that time is of the essence and once the City awards this contract and issues a Notice to Proceed, our team is ready to mobilize with an eye toward beginning activities as part of back to school in Fall 2016. Alta is the only team with the proven track record to deliver on multi-school SRTS programs, including our 175 school ongoing program in northern California. Within two weeks of the Notice to Proceed, we will secure a locally-based bilingual coordinator. Our Southern-California based team is committed to delivering a successful program that addresses the City's current goals, on-time and within budget, completed by July 2017.

We understand that schools have many competing priorities and will have varying degrees of interest and capacity to participate in this program. For this reason, our team will develop a customized approach for each school that aligns with their level of interest, school calendar, and level of support from staff and parent champions. We will scale and focus our own team resources accordingly – such that efforts are targeted in the most effective way to support schools with the greatest need and interest in program offerings. We will conduct a mid-year assessment to ensure that our level of effort is in alignment with participation and need, and to redirect our team's resources as needed to maximize effectiveness of the program.

We are familiar with the unique characteristics in the Inland Empire, with Alta's current work on the Western Riverside County Active Transportation Plan as well as having developed both the Regional Safe Routes to School Plan and Non-Motorized Transportation Plan for SANBAG. Through these projects, and others in the Inland Empire, we have led effective and creative efforts to engage school communities and integrate them into the discussion of safety around schools and how to provide safe travel space for all road users.



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B. APPROACH & SCOPE OF SERVICES



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B. APPROACH & SCOPE OF SERVICES

Task 1. Project Management

Due to the quick pace of the initial timeline and the importance of engaging the schools during their school year, project management will be critical at the outset of this project. This project also requires coordination and engagement among consultant team members, City staff, School District partners, school partners and volunteers and other stakeholders, the importance of strong project management throughout the project will be key as well.

Alta brings 16 years of experience in managing SRTS projects that involve multiple schools, multiple agency and community-based organizations working together to improve walking and biking safety and education at schools. Alta will coordinate efforts among the consultant team and project partners, including efficient scheduling, effective allocation of program resources, consistency of messaging and teaching, and robust evaluation.

Key Elements of our project management approach include:

Proven Team Management. Alta Principal-in-Charge Brett Hondorp has been the consultant project manager for the Alameda County SR2S Program for the past 5 years, overseeing its growth from 50 schools to nearly 180 schools. Project Manager Leah Stender has over 8 years of experience managing multiple city-wide and school district-wide SRTS programs throughout Southern California and keeping them on schedule and on budget.

Collaborative tools. We utilize shared online tools to track events in a consistent manner, with an eye toward the schedule and final report. At the beginning of the program we will set up an online form that allows our team members to keep record of accurate information about event or activity participation. This tool also allows City staff to check progress at any time using the document link, and for us to run interim reports for check-in meetings, SRTS Program Development Team meetings, or other status meetings.

Maintaining Schedule. Alta acknowledges and commends the City of Moreno Valley for recognizing that a SRTS program is best implemented following the school year, not a calendar year.

With this in mind, it is of utmost importance for the Alta team to finalize and begin implementing the program schedule immediately following the Notice to Proceed so that we can begin rolling out project activities as part of Back to School events in the Fall.

Quality Control. For all tasks and all deliverables, Alta employs a three-tier QA/QC quality control program, including review of all materials by the Project Manager, Principal-in-Charge, and a peer reviewer prior to sending to the City. Subconsultant work products, budgets and schedules will be managed directly by Alta. We will review and perform a quality control check on all overall program products of subconsultants before submission of work products to the City to maintain quality and consistency throughout the project. Lines of communication will flow from subconsultants through Alta to the City.

TASK 1.1 PROJECT KICK-OFF MEETING

Within one week of the Notice to Proceed, key members of the Alta team will attend a kick-off meeting with key City staff (and partners) to review the project scope and schedule to identify key upcoming meeting dates and milestones, collect available relevant documents and information, and establish the list of stakeholders for the SRTS Program Development Team. We will submit a Data Request Memo prior to the meeting outlining key background document needs and requests for contact information. We will also bring samples of key materials for the city to review including our project management collaboration tools, examples of maps, outreach materials, and report formats.

TASK 1.2 CHECK-IN MEETINGS

The Alta team will hold bi-weekly project check-in meetings by telephone with the City Project Manager to discuss ongoing project status and action items. It is important to have these regular, focused check-in opportunities with the City Project Manager to discuss deliverables, decision points, and scheduling actions. We will invite key members of our team to participate in these meetings as needed. Additionally, the Alta team and City Project Manager may need to communicate more frequently than bi-weekly (weekly and possibly daily) depending on complexity

of program activity at any given time, for instance leading up to Walk Audits or October ('Walktober') Walk/Roll to school events.

TASK 1.3 SRTS PROGRAM DEVELOPMENT TEAM

We understand the project SRTS Program Development Team will be the project advisory group consisting of representatives from the City (City Engineer and other departments as appropriate) and key project partners such as the Sheriff's Department, School District and community leaders. Over the course of the project, the Alta team will coordinate and facilitate three (3) meetings with the SRTS Program Development Team (approximately quarterly) to guide project progress, discuss upcoming events and activities, and ensure coordination among program scheduling and resources. The Alta team will also conduct a debriefing during each meeting to review the project and obtain lessons learned for improving the program.

The Alta team will work with the City Project Manager to develop the agendas for these meetings. We will provide an agenda in advance of each meeting, and follow up with meeting minutes and action items within three days following each meeting.

Deliverables:

- Project Kick-off Meeting including agenda, and minutes
- Bi-weekly check in conference calls between City and the Alta Project Manager
- Up to three (3) meetings with the SRTS Program Development Team, agenda, sign in sheets, and minutes



A thorough and productive kick-off meeting with City staff will be critical to the success of the project.

Task 2. Start-up/Organization

TASK 2.1 SCHOOL PARTICIPATION ASSESSMENT

The Alta team understands the City is engaging the school sites concurrently to this RFP process to gauge participation of the 28 schools below and that not all schools may choose to be involved.

Moreno Valley Unified School District elementary schools:

- » 1. Armada Elementary
- » 2. Bear Valley Elementary
- » 3. Box Springs Elementary
- » 4. Butterfield Elementary
- » 5. Chaparral Hills Elementary
- » 6. Cloverdale Elementary
- » 7. Creekside Elementary
- » 8. Edgemont Elementary
- » 9. Hendrick Ranch Elementary
- » 10. Hidden Springs Elementary
- » 11. Honey Hollow Elementary
- » 12. La Jolla Elementary
- » 13. Midland Elementary
- » 14. Moreno Elementary
- » 15. North Ridge Elementary
- » 16. Ramona Elementary
- » 17. Ridgecrest Elementary
- » 18. Seneca Elementary
- » 19. Serrano Elementary
- » 20. Sugar Hill Elementary
- » 21. Sunnymead Elementary
- » 22. Sunnymeadows Elementary
- » 23. Towngate Elementary

Val Verde Unified School District Elementary Schools located within Moreno Valley City Limits:

- » 24. Lasselle Elementary
- » 25. MM Bethune Elementary
- » 26. Rainbow Ridge Elementary
- » 27. Val Verde Academy
- » 28. Victoriano Elementary

Attachment: Proposal from Alta Planning and Design (2127) : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

Based on our experience in managing SRTS non-infrastructure programs we know that SRTS is not a one-size-fits-all program and that not all 28 schools will engage with the SRTS program at exactly the same level. We strive to encourage each school to maximize utilization of all program resources, but not all schools will have an equal level of capacity or interest to participate.

Our team will develop a customized approach for each school that aligns with their level of interest, school calendar, and level of support from staff and parent champions. We will scale and focus our own team resources accordingly – such that our time is targeted in the most effective way to support schools with the greatest need and interest in program offerings. We will conduct a mid-year assessment to ensure that our level of effort is in alignment with participation and need, and to redirect our team’s resources as needed to maximize effectiveness of the program.

Schools will be able to choose from a menu of program offerings that includes the following:

- Walk Audit and Walk Audit Improvement Plan
- Suggested Routes to School Map
- Volunteer Crossing Assistant Program
- Walk/Roll to School
 - » Host Event
 - » Volunteer Crossing Assistants to support event
 - » Walking School Buses
- Bicycle Rodeo
- Tallies & Surveys
- Program Wide Celebration Events

In order to identify and gauge the participation levels of each school, the Alta team proposes coordinating with the City Project Manager and the Moreno Valley Unified Superintendent to identify top priority schools for engagement based on current programs and activities.

In order to quickly establish relationships with all schools, the Alta team will also coordinate with the School District to present at the Principal Summit in July when all school principals are together. At this meeting, the Alta team will provide a brief overview of the project and present our menu of

program offerings from which the schools can self-select into an appropriate level of engagement for their school community. For those principals who are able to decide quickly, the Alta team will have a brief SurveyMonkey form for them to fill out at the meeting. For principals who need to discuss the program offerings with their staff and/or parent representatives, the Alta team will follow up via email and phone to collect the SurveyMonkey data. The Alta team will summarize the school engagement levels in a brief report for the City Project Manager.

Deliverables:

- Document outlining Menu of Program Offerings
- Presentation at Principals Summit
- Summary of School Levels of Engagement

TASK 2.2 COMMUNITY SRTS WORKSHOP

The Alta team will conduct a one day, in-depth SRTS training which will be open to the whole community. Alta’s Principal-in-Charge and Project Manager are both certified National SRTS Instructors and have led numerous public workshops – we will draw on National SRTS presentational materials, and customize them with information specific to Moreno Valley schools.

Instead of the workshop being held at City Hall, Alta proposes that we host the workshop at a school site. This allows the workshop materials to be customized with an example school which can be replicated at other schools. The selection of the host school will be determined through a discussion with the Superintendent, City Project Manager, and Alta team.

Workshop topics and materials may include, but are not limited to:

- What is Safe Routes to School
- Why Safe Routes to School
- The 5 E’s
- The 6th E, Equity
- Engineering improvements
- Education and Encouragement techniques
- Fast Start

Deliverables:

- List of attendees, workshop materials and activity reports
- Photos of the workshop event

TASK 2.3 WALK AUDITS

We believe this is one of the most important tasks of this work scope, as it involves both an outreach opportunity as well as a process to identify needed engineering improvements at each of the city's 28 elementary schools. Alta has dedicated substantial staffing resources and expertise to this effort. This task will result in a robust list of prioritized infrastructure improvements that the City can incorporate into ongoing maintenance, CIP, and potential grant funding applications. Alta will organize and conduct a walk audit at each of the participating schools. The audit will provide an opportunity for stakeholders to walk school routes during the commute period to observe behavior and circulation, assess infrastructure, and discuss barriers and opportunities for improving student safety. The focus of this task is the collection, compilation and analysis of qualitative and quantitative data and results in a Walk Audit Improvement Plan that highlights infrastructure recommendations and identifies potential park and walk sites.

To conduct all walk audits by the end of 2017 school year, as indicated in the schedule, requires quick mobilization once the contract is awarded. Alta has conducted hundreds of walking audits throughout California and we have the staff capacity and proven experience to meet this fast paced schedule and will begin scheduling the walk audits as soon as possible.

Alta will work with the Moreno Valley and Val Verde Unified School Districts, and their school administration to schedule and advertise the walk audits and identify stakeholders who should be invited. Stakeholders may include parents, teachers, school administrators, local neighbors, City staff, School District staff, and law enforcement representatives. The Alta team will develop flyers in English and Spanish and prepare other information for schools and the City to publicize the walk audits through existing school communication channels.

We have an effective process that respects stakeholder's limited time to participate and maximizes the information we can gather during the short school commute peak observation period. Alta will prepare for the walk audits by discussing with City and school staff to understand key issues around each school site. This allows us to prepare a walk audit route that is focused on the key issue areas for each school, and develop maps and other background materials that will help stakeholders to efficiently record their input.

Walk audits will be led by our Southern California traffic engineer who resides in Riverside County and has extensive local knowledge. The audits will begin with a short training session to review the process. This training will cover typical Safe Routes to School concepts and how to record input. After the brief training, we will divide into groups to observe pre-identified audit locations/corridors. We will provide participants with clipboards, pens, and an audit form that includes a checklist on one side and an aerial map of the school zone on the other side. During the audit, participants will observe conditions and behaviors on school property, and along school walking/biking routes to identify deficiencies, safety hazards and other barriers to walking and bicycling. We will also identify existing travel patterns around schools, including car and bus drop off/pickup zones and vehicle and bicycle parking areas.

After the observation period, Alta will facilitate a discussion with participants to brainstorm infrastructure and programmatic improvements that address these challenges and/or take advantage of identified opportunities. Alta will provide large-scale aerial maps of the surrounding school area to mark up, and will document the audit through photos, notes, and map markups.

After each walk audit session, Alta will assemble all data collected and develop Walk Audit Improvement Plans for each school. Improvement Plans utilize an aerial base map with conceptual engineering recommendations illustrated for each school, including proposed recommended park and walk locations. These site-specific planning-level conceptual designs can be used directly in grant applications to apply for infrastructure grant funds to design and construct the projects.

Deliverables:

- Walk audits at each of the participating schools (up to 28), including all maps and materials for audit participants
- Conceptual Improvement Plan for each of the participating schools (up to 28), illustrating infrastructure recommendations and potential park and walk locations

TASK 2.4 SUGGESTED ROUTE TO SCHOOL MAPS

Alta will update the City's existing Suggested Routes to School Maps based on input from the various stakeholder meetings and collected during fieldwork and the walk audit. We will utilize the City's existing base data in ArcGIS and update routes to produce clear, accurate route maps for each of the participating schools (up to 28) that can be widely distributed in order to alleviate student, teacher, and parent confusion about school walk and bike routes and crossing locations.

Along with instructions for parents and students, the school suggested route to school maps may show the following: school facilities, school

entrances, crosswalks, streets, sidewalks, traffic control devices affecting the operation of the walk route, adult crossing guards, school student safety patrols, and designated routes for the students. If desired Alta can update the graphical look of the City's existing Suggested Route to School Map along with the updated infrastructure and route information. Suggested Route to School Maps will be formatted at 11"x17".

Deliverables:

- Updated 11"x17" Suggested Routes to School maps for participating schools (up to 28) in .PDF format

TASK 2.5 VOLUNTEER CROSSING ASSISTANT PROGRAM

Creating a robust crossing program is very time- and funding-intensive. For this one-year project, we suggest implementing a more simplistic version of this program and focusing on a "fixed-post" model program, which emphasizes "eyes on the street." Instead of training volunteers to assist students in crossing the street, our program will train volunteers to remain at a selected location and observe the pedestrian and vehicle



Alta worked with the City of Pico Rivera on a two-year Safe Routes to School Non-Infrastructure project. Alta established the program's overall brand identity as well as route maps and parent brochures.

patterns. Our volunteers will have bright safety vests on to identify themselves as a volunteer. In other programs where we have implemented this program, the mere fact of a bystander in a bright vest has calmed traffic and encouraged safer behaviors.

The Alta team will develop a volunteer program for Moreno Valley based on the “fixed-post” model and conduct two district-wide trainings for volunteers. These trainings will cover topics such as volunteer roles, responsibilities, personal safety and may include ‘how to be a good witness’ given by law enforcement. We will integrate the volunteers into the Walk/Roll to School Events and utilize these volunteers as additional ‘eyes on the street’ to increase the visibility of the events. The volunteer program may also be open to training law-enforcement professionals in order to expand their engagement in the SRTS program.

Deliverables:

- Two district-wide volunteer trainings

Task 3. Ongoing SRTS Program

TASK 3.1 SCHOOL ENGAGEMENT

Alta proposes to hire a locally-based Site Coordinator to serve as a liaison and lead the direct school engagement and outreach work. We will utilize our DBE partner Partners in Diversity for this hire which will ensure that all necessary background checks are conducted.

We have successfully used this approach on other SRTS projects as it gives us a strong connection and access into the school community. Our Site Coordinator will engage each school site by meeting with school Principals and their designees to help identify potential school champions and to best engage the school communities in this SRTS process. We will recruit school task forces by attending meetings with the PTA and ELAC, in order to engage a pre-existing group of potential stakeholders. We will attend Back to School Nights and ‘Coffee with a Principal’ events to further engage a wider school community and to distribute information about the program.

As stated in Task 2.1, School Participation Assessment, our team will work with each school site to build a customized approach their school community which best aligns with their level of interest, school calendar, and level of support from staff and parent champions. The Site Coordinator will work to schedule events and build overall support for ongoing educational and encouragement efforts at each school.

We will scale and focus our own team resources accordingly – such that our time is targeted in the most effective way to support schools with the greatest need and interest in program offerings. We will conduct a mid-year assessment to ensure that our level of effort is in alignment with participation and need, and to redirect our team’s resources as needed to maximize effectiveness of the program.

Deliverables:

- Ongoing school engagement led by Site Coordinator
- Summary of participation levels for each of the participating schools (up to 28)

TASK 3.2 WALK/ROLL TO SCHOOL DAYS

The goal of Walk/Roll to School Days are to create excitement and encourage walking/biking to school. This will help reduce vehicle speed and unsafe traffic congestion at school drop-off and pick up locations. These celebratory events will have several elements, depending on the engagement level of each participating school. These events will be coordinated by our Site Coordinator and implemented by Safe Moves.

TASK 3.2.A: WALK/ROLL TO SCHOOL EVENTS

We propose for the Walk/Bike to School events to be staggered in the months of October and May to provide appropriate coverage in staff and sheriff resources for enforcement (vehicle compliance to restricted streets/street closure). Safe Moves will coordinate efforts with Riverside County Sheriff’s Department for enforcement during the events. Any suggestions to different paths/routes to schools will be considered and utilized for Walk/ Bike to School events to determine efficacy of routes being considered for the final plan.

We will utilize the month of October 2016 to emphasize the walk to school component as we will still be in the process of encouraging and developing the skills of the students that bike to school in preparation for the national bike to school month in May.

TASK 3.2.B: CROSSING ASSISTANT SCHEDULE

Alta's Site Coordinator, will coordinate with each participating school to engage volunteers and to create a schedule for volunteer positions and locations for Walk/Roll to School Events. Volunteers will need to have gone through a training session outlined in Task 2.5 Volunteer Crossing Assistant Program.

TASK 3.2.C: WALKING SCHOOL BUSES

Alta's Site Coordinator and Safe Moves will work with each school to help coordinate walking school buses and bike trains, if desired, for each of the participating schools (up to 28). This involves meeting with each school's administration, PTA, and key stakeholders to devise routes and determine dates or frequency of the buses/trains if the school decides to do them weekly, bi-weekly, or monthly. Tailored to each school's need, coordination will also involve planning for Riverside Sheriff's Department presence, coordinating group starting/meeting points, assigning lead parents/ volunteers for each group, student

involvement in creating the appropriate artwork signage, and garnering parent, student, and neighborhood investment through outreach efforts. Since the Suggested Routes to School Map process will be concurrent with this task, any lessons learned from this task will be reflected in the maps. Additionally, once those maps are complete, the schools will be encouraged to use them for this activity during the project and as a sustainability component of the program.

Deliverables:

- Schedule of "Walk and Bike to School Day" at each of the participating schools (up to 28)
- Memo summarizing participation data and comments regarding the event
- Photos of at least one of the walk and bike to school day events
- Memo summarizing participation and routes for all schools
- Photos

TASK 3.3 BICYCLE RODEOS

Safe Moves will schedule, promote and conduct interactive hands-on pedestrian and bicycle safety rodeos/bike skill courses allowing children and teens to experience traffic situations as pedestrians and bicyclists in a traffic simulation course called "Safe Moves City."



Successful "Walk to School Day" for the City of Los Angeles.

Safe Moves City” is a miniature city featuring:

- Sidewalks
- Streets
- Bike lanes
- Sharrows
- Intersections
- Residential areas with houses with garages and apartment buildings
- Schools
- Apartment buildings
- Alleyways
- Cars
- Trucks
- Buses
- Trains
- Parking lots
- Business districts
- Railroad tracks

By using a realistic course that simulates the areas around the school and community, the ability of students to recognize and avoid traffic hazards is improved.

The lessons plans are designed to be age, grade and skill-level appropriate and administered by trained safety instructors. Lesson plans and traffic situations become more challenging for the upper grades so as to accommodate their “real life traffic challenges.”

Rodeo lesson plans are as follows:

- Safe places to ride and walk
- Unsafe places to ride and walk
- Explanation of traffic signs and signals
- Rights and responsibilities of bicyclists and pedestrians
- Helmet use (proper fit and adjustment)
- Recognition and avoidance of common bicycle and pedestrian collisions
- Use of bike racks, bike lanes, bike paths, bike trails
- Skills (stopping, balancing, braking, left shoulder check, scanning)
- Explanation and demonstration of the role of crossing guards
- California Vehicle Code laws and regulation
- Explanation/simulation of traffic environment (infrastructure)



The Alta team has conducted bicycle safety rodeos for numerous SRTS projects.

Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

- Understanding of driver, pedestrian and bicyclist behaviors
- School transportation/traffic policies (pick up and drop off procedures)
- Explanation of the “Suggested Safe Routes to School”
- Importance of bicycling and walking for physical fitness
- Effects of walking and bicycling for a cleaner environment
- Identification of hot spots (crime, bullies, hazards corners & crosswalk, truck traffic)

Students in grades K-2 participate as pedestrians in a developmentally appropriate method. The main educational focus for this age group is walking near traffic, crossing streets, crossing intersections, parking lot safety and light rail safety. The goal of the program is to not only make children aware of ways to stay safe but to help them develop the knowledge into an automatic behavioral response. Bicycle safety and helmet use is discussed, but the focus remains on their primary mode of transportation, which is walking.

Students in grades 3 - 6 can participate as pedestrians and bicyclists. Although students are strongly encouraged to bring their own bicycles and helmets to the rodeo, bicycles and helmets will be provided for those students who don't have one. Students are taught how to properly fit and adjust their bicycle helmets as well as conduct a bike check for tires, brakes, seat and handlebars and make minor repairs.

To promote the power of bicycling, blender bikes will be set up for students to cycle to make a smoothie to demonstrate “pedal power.” The blender bike smoothie parties are also used as prizes for schools that have the most participation in an encouragement program. For example, the class with the most cyclists for a bike or walk related program wins a smoothie party in their classroom.

In order to promote walking and cycling as effective choices for commuting, Safe Moves will have treadmills and bike rollers for students and teachers to walk and ride on. The goal is to show how far they can walk or ride in a few minutes.

Our experience in using treadmills and bike rollers has resulted in every student and parent being “amazed” on how far they can walk and ride in a few minutes with minimal effort. This exercise serves to debunk the myth that it takes too long to walk and ride anywhere.

To create sustainability for ongoing pedestrian and bicycle rodeos at elementary schools, Safe Moves will work with the Moreno Valley Unified School District and school personnel to implement permanent rodeo courses at each school site.

The school site courses will feature painted lines to designate streets, intersections and bike lanes on school playground blacktops. The paint used is not slick and will meet all school requirements. The work is often done by school maintenance or when approved, by the parents, students and community/business leaders. The goal is to have a course that students can use to practice bicycle and pedestrian safety throughout the school year.

To supplement the painted course, students, under supervision of school staff, make houses, store fronts, traffic signs and cars for positioning on the course to represent a realistic environment. The goal is to make the Bicycle and Pedestrian Traffic Safety Course a school effort with students discussing the traffic environment around their schools and on the way to and from home. By asking students to design their own course they become more aware of the environment and traffic circumstances. If a school is hesitant to paint a permanent course on the blacktop students can use chalk. Schools also have the option of purchasing Safe Moves props to supplement their course. Students, parents and school staff are taught how to conduct their own safety programs with teacher and parent involvement. All initial planning and construction is done by Safe Moves with the goal of each school having their own traffic safety course.

In order to provide “on the road/on the sidewalk experience,” we work with the school staff and after school staff to conduct bike and walk field trips around the school community.

To increase the number of bicyclists and to ensure the bicycles are safe to operate, Safe Moves will schedule “Bike Repair Days.” We, with

the participation of local bike shops, set up on the playground and during assigned times students can bring their bikes out for minor repairs conducted by trained bike mechanics. Students will also be taught how to pump air in their tires, tighten their seat and handlebar posts as well as put on bike chains. The “Bike Repair Day” events will be promoted in conjunction with the School Pedestrian and Bicycle Safe Rodeos with flyers, listings on school website calendar, and school newsletters.

Local bike, bike, health and youth advocates and the Riverside Sheriff’s Department will be invited to participate in the activities.

Deliverables:

- Up to 84 Bike and Pedestrian Rodeos, including scheduling, materials, and lessons
- Attendance summaries from each workshop
- Photodocumentation of events (with signed releases for students)
- Post-workshop survey to students (on what they learned) and to teachers (on effectiveness of lesson and instructor)

TASK 3.4 EVALUATION

Alta views evaluation as an ongoing and integral part of our program management – a way to track progress in meeting mode shift goals, and demonstrate program effectiveness to funders. Evaluating program performance is important in order to be able to analyze the effectiveness of activities over the life of the program to maximize participation and effectiveness for future funding efforts. Alta has extensive experience conducting, tabulating and evaluating data for SRTS programs across California.

The Alta team will conduct all tasks related to conducting project evaluations and understanding mode and potential mode shift. As part of our project management, we will conduct a mid-year check in of school participation and adjust our resources as necessary. Evaluating program performance is important in order to be able to modify activities over the life of the program to maximize participation and effectiveness.

TASK 3.4.A: WALKING/BIKING TALLIES

A primary form of evaluation data gathering will be through Student Travel Mode Surveys, in which a student’s mode of transportation to school is tallied. The student travel tallies will be facilitated by Alta at the participating schools and several ‘control’ schools, or schools who have chosen not to participate but will allow for tallies to be conducted. We will work with each school to determine their preferred method of administering the tallies. In our experience, most schools prefer to have teachers administer the tallies because it is the least disruptive, using standard forms and instructions provided by Alta. Student travel tally forms and instructions will be sent to schools and also posted online as a web-based entry tool. The Alta team members can visit each school to provide training and assistance during a staff meeting to make sure that teachers understand how to conduct the survey properly, and achieve consistent results across all participating schools. In some cases schools have asked Alta team members to come into classrooms to administer surveys, and we will be available to do this if requested.

The Alta team will use the standard SRTS student travel tally form developed by the National Center for Safe Routes to School. Alta staff have trained staff at dozens of school districts throughout California in efficiently implementing these student tallies, which results in a minimal time burden on school staff. We will coordinate with the participating schools to disseminate the tally and to establish specific days at the beginning and end of each program year on which the tallies will be administered.

The RFP indicates monthly tallies, however, in our experience, schools may not allow for time and access to students time that frequently for formal hand tallies. For the purpose of this proposal, we are assuming that student hand tallies will be conducted at the beginning and end of the program.

TASK 3.4.B: PARENT SURVEYS

The purpose of Parent Surveys is to obtain opinions and attitudes of parents (and their children) toward biking/walking to school, as well as collect more detailed information about students’ travel

modes that go beyond what can be gathered by the in-class student surveys.

We will create a survey instrument based on the standard National Center survey forms, but with additional questions customized for Moreno Valley. The Alta team will coordinate with the local school to disseminate the surveys on specific dates during the program year and develop a procedure to collect the completed surveys. Through our DBE partner, Partners in Diversity, we will hire staff to implement the survey instruments at each of the participating schools and the control schools.

The RFP indicates this survey to be administered only once, however, it is best to have a pre-and post- project evaluation to understand the baseline before beginning the project. For the purpose of this proposal, we are assuming that these surveys will be conducted at the beginning and end of the program.

Parent surveys will be conducted at the beginning and end of each program year. We assume the survey will be administered primarily online, with a limited number of hard copy surveys provided to the participating schools for parents who may not have access to the internet. We will offer the survey in both English and Spanish. The Alta team will tabulate survey data.

When the program is completed, the Alta team will analyze the collected data and prepare a program evaluation report to be included in the overall Project Report. Consistent implementation of the surveys and forms will allow data to be compared both locally and to other state and national programs. The evaluation report will include a description of the program, the results from the parent and student surveys, and a description of the programs that were implemented. The primary findings may include changes in number of walkers and bikers along with estimation of safety and health benefits. The report will also include recommendations based on the evaluation findings and focused on the program's future sustainability.

Deliverables:

- Pre and post project student in-class arrival and departure tallies

- Pre and post project parent walking and biking to school surveys
- Post project report of project outcomes.
- Chapter summarizing findings for pre and post project evaluation

TASK 3.5 SRTS CELEBRATION EVENTS

In order to engage people, encourage participation and celebrate successes, no matter how small, the Alta team will host quarterly celebration events. These appreciation meetings will be held program wide and will be an opportunity to provide certificates, awards and acknowledgements for outstanding contributions to the program.

Additionally, these events will allow us to evaluate the success of the project and adjust any course of action. We will do this by conducting a debriefing session during each celebration to review the project and obtain lessons learned for improving the program.

Deliverables:

- Celebration Events for participating schools (up to four)

Task 4. Wrap-up

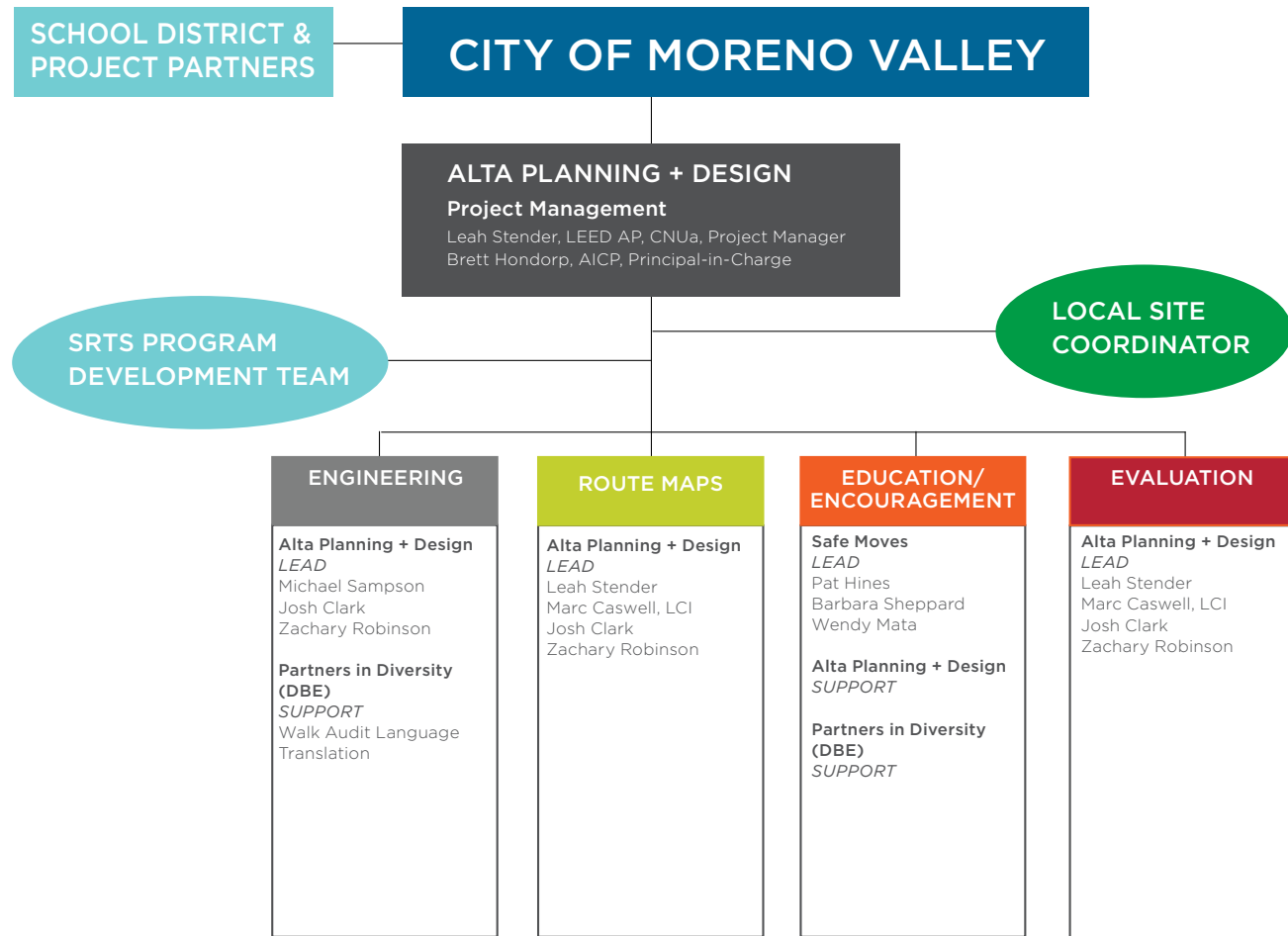
TASK 4.1 FINAL SRTS REPORT

At the end of the year-long program, the Alta team will utilize deliverables from previous tasks to create a SRTS Report. This report will summarize the program's objectives and detail the findings and recommendations for next steps. This report, inclusive of the Walk Audit Recommendations and the Suggested Routes Maps, will be in a format that the City can pull from and place directly into grant submissions.

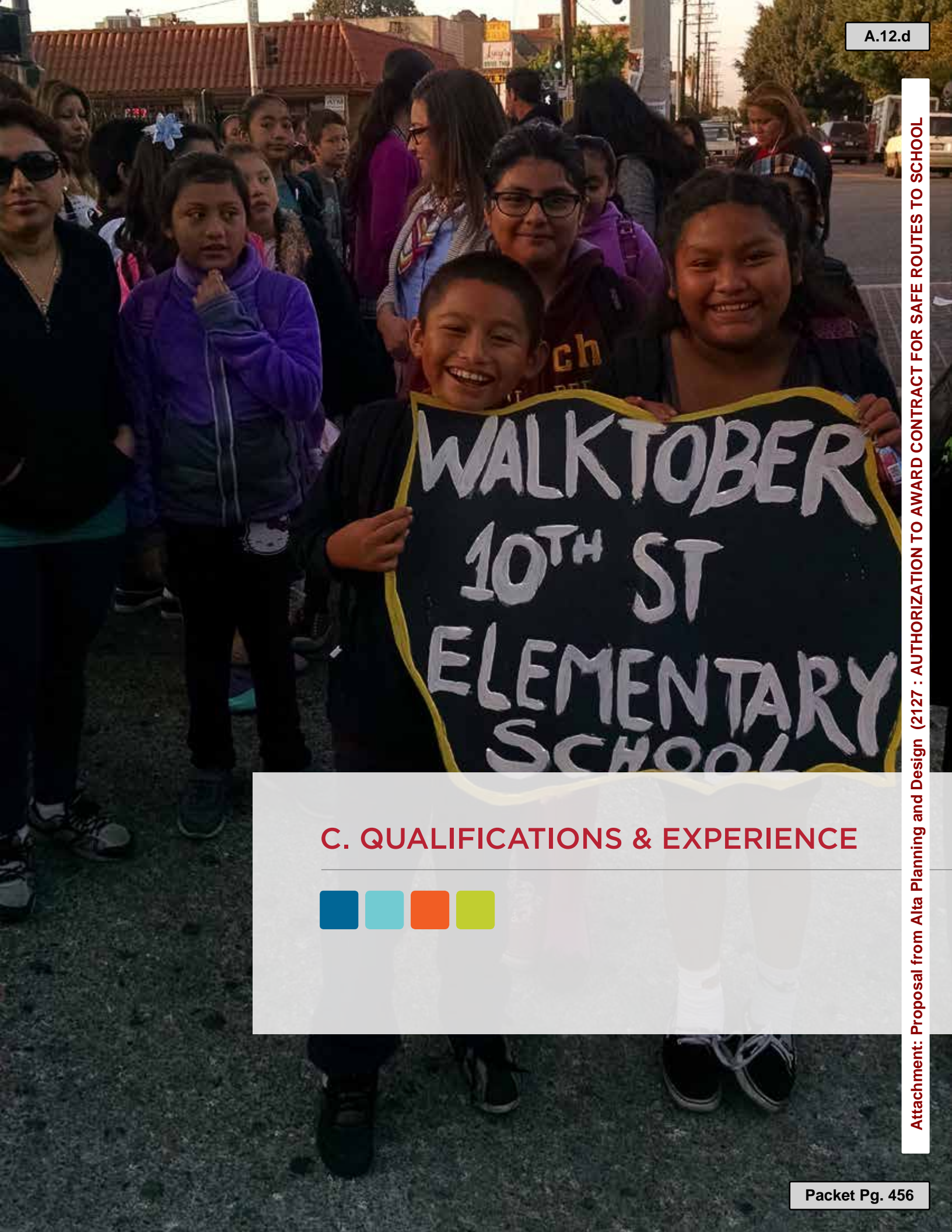
Deliverables:

- QA/QC process for below deliverable
- One (1) digital copy (PDF and original source format, i.e. Word or Adobe InDesign format)

ORGANIZATION CHART



Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL



C. QUALIFICATIONS & EXPERIENCE



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C. QUALIFICATIONS & EXPERIENCE

ALTA PLANNING + DESIGN

Alta's mission is to create active communities.

SAFE ROUTES TO SCHOOL EXPERTISE

Alta offers over 20 years of experience as a firm leading SRTS projects. Our experience ranges from managing citywide encouragement programs, to conducting school walking audits and recommending engineering improvements, to conducting surveys and mode shift analysis. Our California projects include SRTS Plans for San Bernardino County and the cities of Pasadena, Santa Clarita, Pico Rivera, and Santa Monica, and dozens of other school and non-motorized efforts.

WALKING AND BICYCLING AUDITS

Alta has extensive experience leading school walking and bicycling audits in support of SRTS programs. During an audit, participants observe conditions and behaviors and identify challenges that limit walking and bicycling. Alta is adept at facilitating discussion with participants to brainstorm improvements that address community-identified concerns.

IMPROVEMENT PLANS AND ROUTES TO SCHOOL MAPS

Alta has extensive experience providing clear and concise maps to support a variety of user needs. Alta's GIS-based school access mapping allows seamless integration of data from fieldwork, stakeholders, and electronic files into school improvement and engineering plans. An alternative use of these maps is to create SRTS walking and biking routes.

STUDENT HAND TALLIES AND PARENT SURVEYS

We have expertise in administering and analyzing SRTS student travel hand tallies and parent surveys. We managed the innovative regional evaluation of SRTS programs for the Metropolitan Transportation Commission, which involved surveying school programs in all nine San Francisco Bay Area counties and evaluating mode shift for the programs.

SCHOOL AND PUBLIC OUTREACH FOR MULTI-LINGUAL COMMUNITIES

We understand the unique needs of multi-lingual communities. Our outreach process is inclusive, interactive, and productive, and we can provide for translation and interpretation if needed to make sure that all members of the community have a voice. Alta's professionals are experts at listening to the public, conveying technical issues in a clear manner, and explaining trade-offs. Alta has worked on innovative SRTS programs for multi-lingual and underserved communities as varied as Oakland, the City Heights neighborhood of San Diego, East Palo Alto, and South Los Angeles.

ENCOURAGEMENT AND EDUCATION PROGRAMS

Alta has a specially trained team available for school education, encouragement, and evaluation programs. From developing school curriculum and implementing pedestrian and bicycle education, to reaching thousands of families through International Walk to School Day events, to evaluating the reach and effectiveness of school education and encouragement programs, our work creates community excitement around active, healthy youth transportation.

As parents and as leaders in the nation's growing awareness of the benefits of walking and bicycling, Alta is proud to be at the forefront of the Safe Routes to School movement.

Alta's SRTS services offer a uniquely complete package. In addition to comprehensive planning services and outstanding infrastructure improvements, we have a specially trained team available for "the other four Es": Education, Encouragement, Enforcement, and Evaluation. From implementing in-school pedestrian and bicycle education programs to reaching thousands of families through International Walk to School Day events, our work creates community excitement around active, healthy youth transportation.



LA Metro SRTS Pilot Program

LOS ANGELES, CA



Alta is leading this pilot project that is designed to be a sustainable model for future expansion. Focusing initially on 10 pilot schools located in the City of Los Angeles before regional implementation throughout the county, this project includes school audits to identify challenges and opportunities to improve walking and bicycling to school and the creation of Pedestrian and Bicycle Travel Plans for each school. Program elements include walk and roll to school Education, Encouragement and Enforcement activities to help increase walking and biking to school.

Year: 2014 - ongoing

Client Name: Los Angeles County Metropolitan Transportation Authority

Contact: Alice Tolar, Transportation Planner, (213) 922-2218

Key Staff: Brett Hondorp, Leah Stender

Attachment: Proposal from Alta Planning and Design (2127) : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL



Pico Rivera Safe Routes to School

PICO RIVERA, CA



Pico Rivera Safe Routes To School WEB COLOR PALETTE

PRIMARY		#FFDE17
		#4D4C44
SECONDARY		#F8B519
		#E34B39
		#7ECBD9
		#80BE42



Alta worked with the City of Pico Rivera on a two-year Safe Routes to School non-infrastructure project. The program served all 11 elementary and middle schools in the community. Alta managed a full branding development project, resulting in an appealing suite of visual materials that are easy for parents and partners to understand and respond to. As part of the project, Alta created school walk and bike route maps and brochures for each of the 11 schools, along with posters, flyers, and branded incentives.

Year: 2013 - 2015

Client Name: City of Pico Rivera

Contact: Christina Gallagher, Community and Economic Development Department, (562) 801-2163

Key Staff: Brett Hondorp

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San Bernardino Countywide Complete Streets Strategy and Safe Routes to School Inventory

SAN BERNARDINO, CA



SANBAG COMPLETE STREETS/ SAFE ROUTES TO SCHOOL PLAN

About the Plan

The San Bernardino Associated Governments (SANBAG) Complete Streets/Safe Routes to School Plan combines two elements to accomplish regional goals and streamline project delivery:

- **Complete Streets** are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.
- **Safe Routes to School** is a national movement to create safe, convenient, and fun opportunities for children and their families to commute to school via active (biking and walking) and shared (carpool, transit, bussing) modes.

This plan supports the existing regional policy framework:

- The 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy vision that Southern California supports mobility and livability while decreasing greenhouse gas emissions from transportation.
- The Countywide Vision promotes a sustainable system of high-quality infrastructure that complements natural resources and the environment.
- The San Bernardino County Non-Motorized Transportation Plan goals of encouraging the development of non-motorized transportation facilities, identifying design standards, and supporting education and safety efforts.

Why Participate?

Community outreach will include workshops, surveys, and interviews. By participating in the plan development, San Bernardino communities will help to:

- Develop context-sensitive Complete Streets language that will work for different contexts;
- Identify regional high priority projects;
- Leverage Safe Routes to School efforts;
- Build relationships with neighboring jurisdictions and local groups to find opportunities for collaboration; and
- Position the region for new funding opportunities through active transportation, public health, and sustainability.

Plan Goals

- Promote active transportation options
- Shift travel from single occupancy vehicles
- Educate the public and jurisdictions about the public health, livability, GHG reduction, and other benefits of active transportation
- Improve connectivity between active transportation and transit networks
- Encourage inter-agency coordination

This project is funded by the Southern California Association of Governments (SCAG) Sustainability Program and the San Bernardino Associated Governments (SANBAG).

Southern California Governments SANBAG Working Together ASSOCIATION of GOVERNMENTS

Alta worked with the Southern California Association of Governments (SCAG) and the San Bernardino Associated Governments (SANBAG) to develop a Countywide Complete Streets Strategy and Safe Routes to School Inventory for San Bernardino County.

The Complete Streets Strategy involves a jurisdiction survey and data collection to inventory existing conditions, to develop recommended policies and actionable implementation steps for establishing Complete Streets throughout the county. Alta is helping SANBAG and member jurisdictions leverage existing efforts and establish a regional strategy by convening local jurisdiction, school district, and other community partners to discuss existing efforts and potential regional programs; compiling existing efforts to identify opportunities for coordination and recommendations for regional SRTS activities and events; and inventorying and prioritizing existing bicycle/pedestrian facilities, gaps, and needs.

Year: 2014 - ongoing

Client: Southern California Association of Governments,

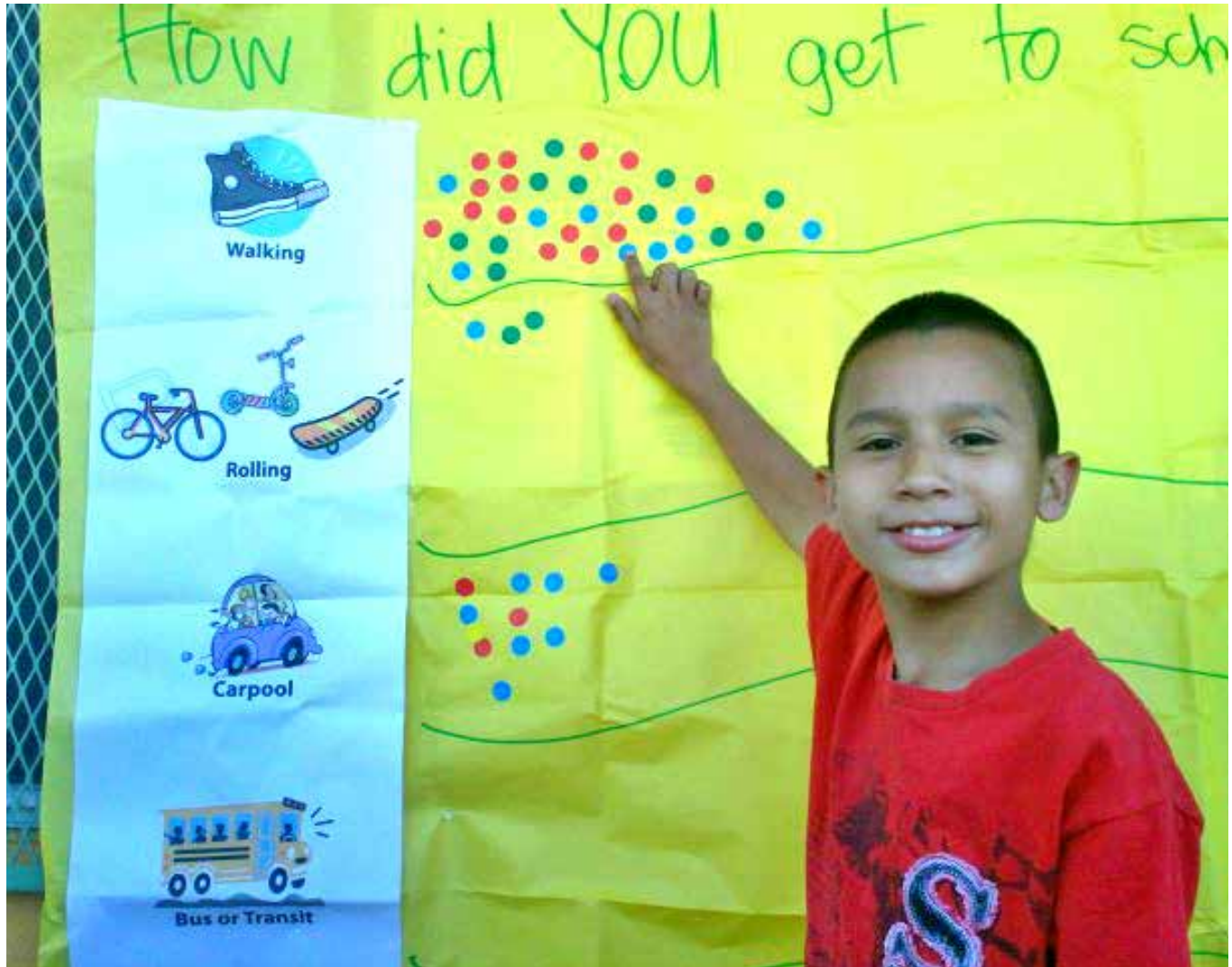
Contact: Josh Lee, Transportation Planning Analyst, (909) 884-8276, jlee@sanbag.ca.gov

Key Staff: Brett Hondorp, Leah Stender

Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

Chula Vista Elementary School District Safe Routes to School Project

CHULA VISTA, CA



Alta is leading the comprehensive Safe Routes to School Program for the Chula Vista Elementary School District. Along with programmatic and education activities, Alta is conducting a comprehensive engineering asset inventory of selected street-level infrastructure assets around each of the 27 project schools; organizing and conducting walking audits, touring potential routes and school sites, identifying barriers to and opportunities for safer routes; documenting findings in a deficiency map that summarizes existing conditions and audit observations, along with school area traffic data; and developing a graphical infrastructure improvement plan for each school. These site-specific planning-level conceptual designs will be grant-ready to apply for infrastructure funds to design and construct the projects.

Year: 2015 - ongoing (previous phase successfully completed by Leah Stender while at Circulate San Diego from 2008 - 2011)

Client Name: Chula Vista Elementary School District

Contact: Melissa Minas, (619) 425-9600, melissa.minas@cvesd.org

Key Staff: Brett Hondorp, Leah Stender



Santa Clarita SRTS Program

SANTA CLARITA, CA

Safe Routes to School in Santa Clarita



What is Safe Routes to School?

Safe Routes to School (SRTS) is a program in Santa Clarita with a simple goal: helping more children get to school by walking and bicycling. Routes to School programs use a variety of strategies to make it easy, fun and safe for children to walk and bike to school. These strategies are often called the "Four Es."

- **Education:** programs designed to teach children about traffic safety, bicycle and pedestrian skills, and traffic decision-making.
- **Encouragement:** programs that make it fun for kids to walk and bike. These programs may be challenges, incentive programs, regular events (e.g. "Walk and Bike Wednesdays") or classroom activities.
- **Engineering:** physical projects that are built to improve walking and bicycling conditions.
- **Enforcement:** law enforcement strategies to improve driver behavior near schools.



What is Santa Clarita's Safe Routes Program?

In January 2008, Santa Clarita kicked off a two-year education, encouragement and enforcement Safe Routes to School Program. In collaboration with Alta Planning + Design, the City will bring exciting contests, biking and walking safety classes, and increased enforcement to schools around the Santa Clarita's Citywide Safe Routes to School Program includes education, encouragement, enforcement and engineering components to meet the following goals:

- Encourage children to walk or bike to school
- Improve traffic safety and circulation around school areas
- Increase the number of parents who allow their children to walk and bike to school
- Educate students about safe and legal bicycling and walking behavior
- Establish a core group of stakeholders at each school to support and maintain a Safe Routes to School Program
- Educate stakeholders about Safe Routes to School and gain support for the program from City Council, City Staff, school districts, teachers and parents



What Safe Routes to School Programs already exist in Santa Clarita?

- Walking Audits and Engineering Improvements
- Crossing Guard Program
- School Vatel Program
- Safe Routes to Schools Maps
- Sheriff's Teen Traffic Offender Program



How can I get involved?

1. Walk or bike to school one day a week. Consider "Walking Wednesdays."
2. If you live too far to walk or bike, park a few blocks away from school and walk the rest of the way.
3. Get involved in your PTA.
4. Ask your school principal to support Safe Routes to School.
5. Drive respectfully. Stay at the speed limit, yield to pedestrians, give bicyclists room, stop at stop signs and lights, and look for children.
6. Sponsor a fun contest or event and share it with the Safe Routes program. We can help you advertise it, and may be able to help defray some costs.



Crossing Improvements at One of Santa Clarita's Elementary Schools



Alta worked with the City of Santa Clarita to develop and implement a Safe Routes to Schools program for the city's elementary schools. Alta developed Walking School Bus Training and Safe Routes to Schools Toolkits for the entire city, conducted walk audits to identify infrastructure improvements at all of the city's **27 elementary schools**, developed a SRTS website, and sponsored SRTS booths at city-wide events, such as the Arbor Day festival. Additionally, Alta worked closely with the city, individual schools, and school districts to bring focused encouragement programs and bicycling and walking safety education to four elementary schools selected as pilot schools. Program components included in-classroom pedestrian safety trainings, Walk and Roll to School Days, and a culminating Biking and Walking Safety Festival. Alta wrote the SRTS grant application that funded continuation of this project.

Year: 2008 - 2014

Client Name: City of Santa Clarita

Contact: Ian Pari, Senior Traffic Engineer, (661) 284-1402, IPARI@santa-clarita.com

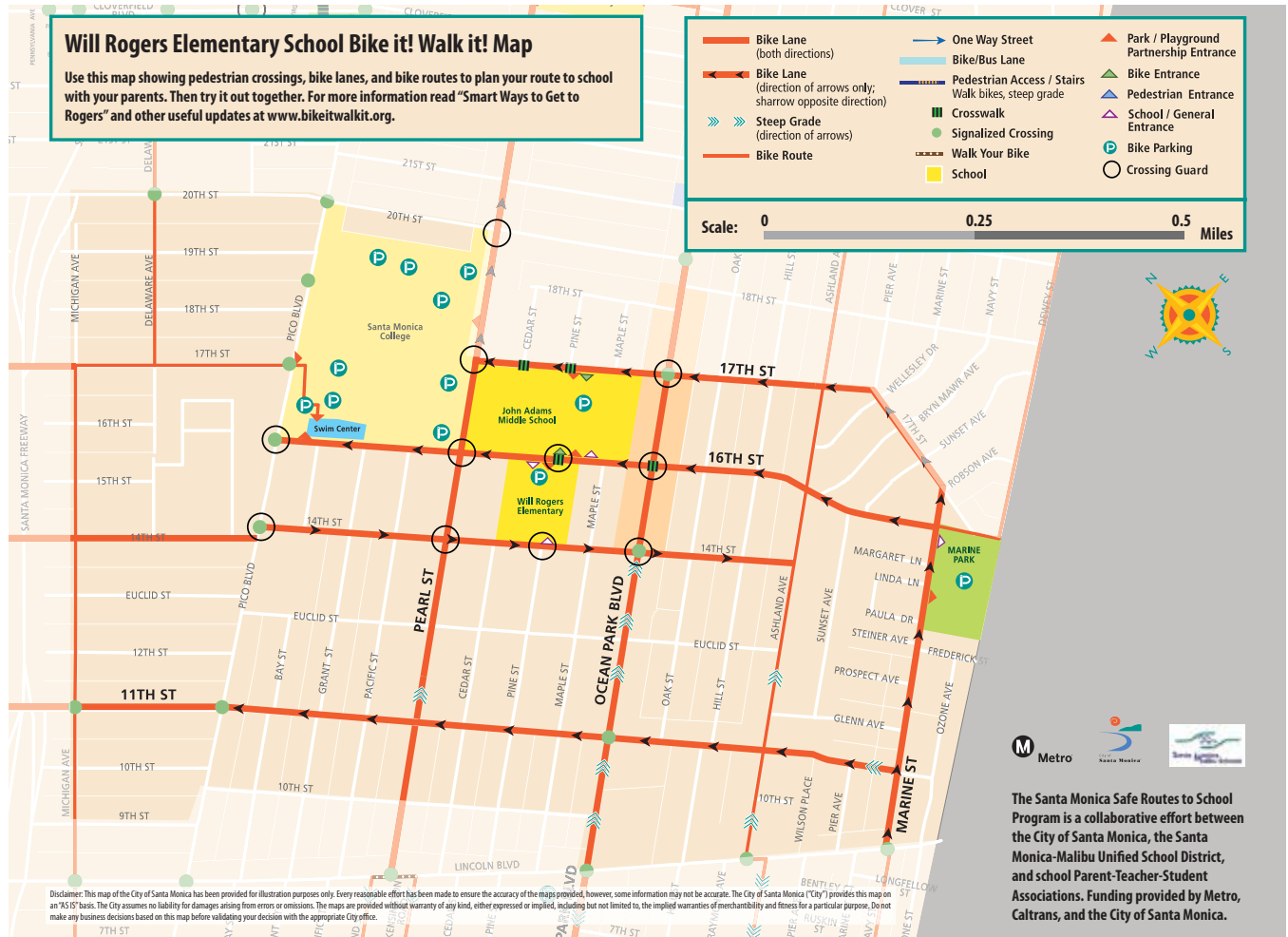
Key Staff: Brett Hondorp

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Santa Monica Safe Routes to School Project

SANTA MONICA, CA



Bike Safety + Skills Checklist	
1	Bike Check <input type="checkbox"/>
2	Helmet Check <input type="checkbox"/>
3	Starting and Stopping <input type="checkbox"/>
4	Hazards <input type="checkbox"/>
5	Turning - Road signs/rules <input type="checkbox"/>
6	Yielding <input type="checkbox"/>
7	Road Course <input type="checkbox"/>
<input type="checkbox"/> has completed the Bike Skills Course at the Santa Monica Family Bike Fest!	

Alta managed this Safe Routes to School project in Santa Monica, serving two elementary schools and two middle schools. Alta created detailed school travel plans and suggested routes to school maps. Alta organized ongoing community events, including a citywide Family Bike Fest, Walking School Bus/Bike Train parent workshops, and monthly Kidical Mass rides. In addition, a custom bicycling and walking curriculum was developed for use by the school district, and numerous bicycle training skills workshops were taught for families.

Year: 2012 - 2014

Client Name: City of Santa Monica

Contact: Peter Dzewaltowski, Transportation Planning Associate, Strategic and Transportation Planning, (310) 458-8292, peter.dzewaltowski@smgov.net

Key Staff: Brett Hondorp, Leah Stender

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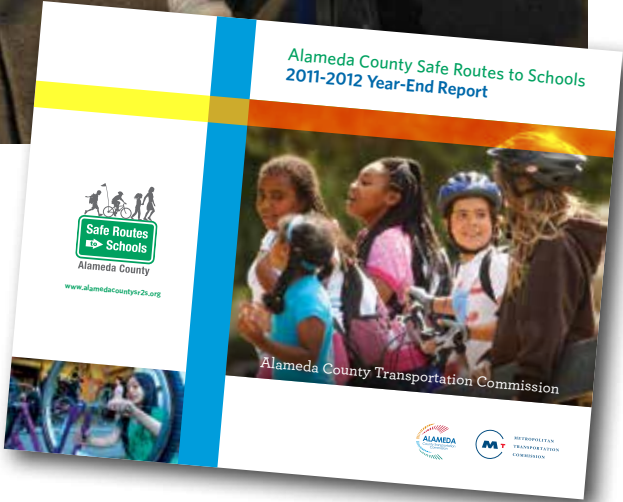
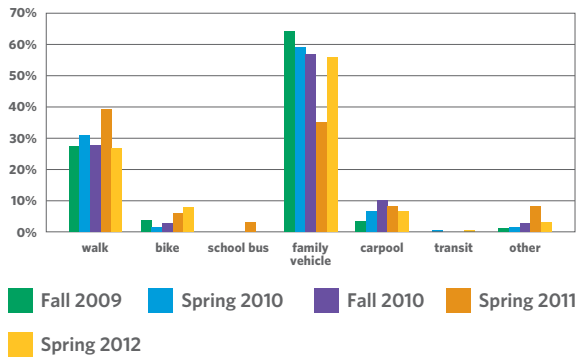
Alameda County Safe Routes to School Program ALAMEDA, CA

Roosevelt Elementary, San Leandro

At Roosevelt Elementary, single-family vehicle rates have shown drops year over year, with the exception of 2012. Driving alone made up two thirds of all trips in fall 2009 and now makes up just over half of all trips in spring 2012. Bicycling to school has also seen large gains, doubling since 2009.

Parents at this school have not wanted to set up a walking school bus, which is reflected in flat walking rates. The hand tally from spring 2011 presents an interesting data point in that more students walked to school than were driven alone. While this hand tally is clearly an outlier, it also suggests Roosevelt's potential for walking and biking.

Figure 5-9: Mode Split for Roosevelt Elementary, San Leandro 2009-12



Ongoing since 2006, the program is designed to promote safe walking and biking to school and to reduce traffic congestion in the areas surrounding schools. Since the program began, it has expanded to reach tens of thousands of students. The program currently reaches students at 180 schools in the county. Alta implements and manages all facets of the program, including coordinating program evaluation and strategic planning, web content population and communications, walk audit maps, database management, data collection, research, and development of an annual program evaluation report that analyzes mode shift, program equity, and participation.

Year: 2011 - ongoing
Client Name: Alameda County Transportation Commission
Contact: Laurel Poeton, Assistant Transportation Planner/Communications Specialist, (510) 208-7415, lpoeton@alamedactc.org
Key Staff: Brett Hondorp

Attachment: Proposal from Alta Planning and Design (2127) : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL



Metropolitan Transportation Commission Climate Initiatives Program Evaluation

BAY AREA, CA



Metropolitan
Transportation Commission
Regional Safe Routes to
School Evaluation

DATA COLLECTED

STUDENT HAND TALLIES

1,000,000+ Trips
330 Schools
8 Counties



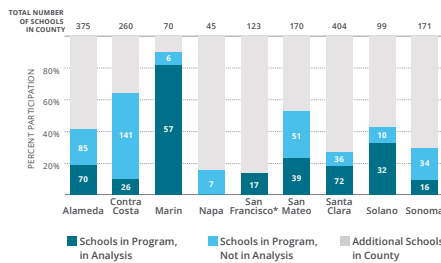
PARENT SURVEYS

23,000 Surveys
107 Schools
5 Counties



Schools in Analysis AND PARTICIPATING IN SRTS PROGRAMS BY COUNTY

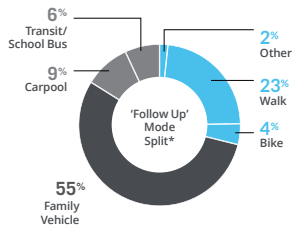
The analysis is based on data from a selection of schools receiving funding in each county.



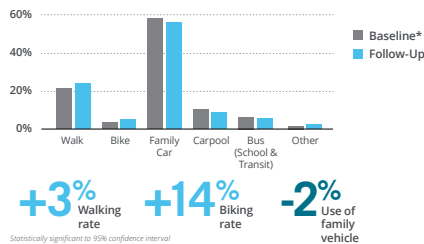
*Two schools involved in the San Francisco Safe Routes to School program in 2011-12 were included in the analysis but dropped out of the program by 2013-14, for a total of 15 schools in the program in 2013-14 and 17 schools included in the analysis.

RESULTS

CURRENT MODE SPLIT



MODE SHIFT



Statistically significant to 95% confidence interval

*Analysis includes 'baseline' data collected in 2011-2013 and 'follow up' data collected in 2013-2014, depending on data collection at each school.

KEY SUCCESSES

PARTICIPATING STUDENTS WALKED ALMOST
200,000 MORE MILES



AND BIKED ALMOST
150,000 MORE MILES ANNUALLY

ON AVERAGE, PER-STUDENT ANNUAL MILES DRIVEN IN THE FAMILY CAR
DECREASED 6.2 MILES

On average, trips 1 mile or less from school save a
10.7% REDUCTION IN GREENHOUSE GAS EMISSIONS ANNUALLY

LESSONS LEARNED

SRTS AT ALL SCHOOLS COULD REDUCE AS MUCH AS
1,900 TONS of greenhouse gas emissions from transportation due to school trips. That's the weight of

4.2 JUMBO JETS*



In the first two years of offering SRTS programs, schools show a
31% INCREASE in active modes (walking, biking, and other), with an average of **53% increase thereafter**

INCREASING ACTIVE TRANSPORTATION:



FREQUENT WALK AND ROLL programs
WALKING SCHOOL BUSES
BIKE TRAIN programs

Preliminary Results – Hand Tally



Alta was part of the consultant team for a multi-year evaluation of projects funded through the Bay Area Metropolitan Transportation Commission (MTC)'s \$80 million Climate Initiatives Program. The evaluation calculated the emission reductions, cost effectiveness, and co-benefits of each major project and identified key lessons learned to improve future funding to reduce transportation-related emissions in the Bay Area.

Alta led the evaluation of the \$15 million regional Safe Routes to School (RSRTS) initiative dispersed across all nine Bay Area counties. Alta worked closely with each local SRTS program to assess capital projects and administer parent surveys and student travel hand tallies at **over 500 schools** in 10 different programs between 2011 and 2014. Key lessons learned identified factors correlated with increased active transportation mode shift at individual schools, including frequent walk and roll programs and walking school buses/bike trains, more ongoing activities, and parents' positive perceptions of walking and biking. Alta developed reports that communicate the changes in mode split, greenhouse gas emissions, physical activity, and parental perceptions of walking and bicycling, as well as which SRTS activities are correlated with these changes.

Year: 2011 - 2015

Client: Metropolitan Transportation Commission

Contact: Ursula Vogler, Public Information Officer, (510) 817-5785, uvogler@mtc.ca.gov

Key Staff: Brett Hondorp



Pasadena Safe School Zones Campaign

PASADENA, CA



The goal of the Pasadena Safe School Zones program was to improve the safety of child pedestrians near schools. Alta addressed these goals with two parallel strategies: a media campaign primarily aimed at parent drivers, and an in-school education program to empower third-graders to walk to school. Alta led branding, design, and development of a high-profile media and web campaign featuring a series of ads in both English and Spanish with the theme “We Take Time [to Brake for Kids, to Drive 25, etc.]” The campaign included 4 billboards, 9 online banner ads, 20 bus shelter ads, 16 outdoor school banners, 700 community posters, 750 bumper stickers, 10,000 temporary tattoos, and 12,000 reflective zipper pulls.

Year: 2013

Client Name: City of Pasadena

Contact: Alberto Felix, Associate Transportation Engineer, (626) 744-7662

Key Staff: Brett Hondorp

Santa Ana Public Education and Bicycle Safety Campaign

SANTA ANA, CA



Alta Planning + Design developed a multi-faceted bicycle safety marketing and education campaign in this largely Latino Orange County community. The final marketing campaign message asks residents and visitors to “Travel Safe, Share the Space” (in both English and Spanish). The message was distributed via bus stop shelters at 12 locations, banners on 36 street light poles, 500 printed brochures, and a new page hosted on the City’s official website. The project team also conducted in-school traffic safety assemblies at 19 local elementary schools, led four citywide bicycle safety rodeos, and gave away 1,000 free bicycle helmets to Santa Ana youth.

Year: 2015

Client Name: City of Santa Ana

Contact: Cory Wilkerson, Active Transportation Coordinator, (714) 647-5643

Key Staff: Brett Hondorp

SAFE MOVES

Role: Education and Outreach Support

Safe Moves, established in 1983, is a non-profit 501 (c) (3) organization dedicated to reducing traffic-related deaths and injuries to school-aged children; encouraging children to use alternative modes of transportation to school; educating parents on traffic safety and promoting the use of alternative modes of transportation to improve the quality of life for children, their families and the community by making school environments and neighborhoods walkable and bikeable.

In addition to traffic and transportation programs, Safe Moves conducts bullying prevention programs, environmental awareness programs, gang prevention programs and truancy prevention programs.

Safe Moves is considered one of the leading authorities on Safe Routes to School in the country and has won many national awards from the United States Department of Transportation, National Highway Administration, Department of Health Services, California Office of Traffic Safety and the Association of Bicycle and Pedestrian Safety Professionals. Safe Moves programs have been featured in the national press including "Dateline," "The Today Show," "Good Morning, America," and "20/20."

Safe Moves has 29 years of experience working with school districts, governmental departments, law enforcement and city councils.



LADOT School Bicycle Safety and Transit Education

LOS ANGELES, CA



Safe Moves managed 1,500 school workshops and 100 traffic safety rodeos for elementary and middle schools, Walk & Bike to School Days, Pre & Post Program data collection (per year) .

Client: City of Los Angeles, Department of Transportation, Howard Huang, Transportation Engineer, 100 Spring Street, Los Angeles, CA 90010, (213) 972-4958, Howard.Huang@lacity.org

Key Staff: Pat Hines

Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

Long Beach Safe Routes to School

LONG BEACH, CA



Safe Moves managed 500 school workshops and 100 traffic safety rodeos for elementary and middle schools, Walk & Bike to School Days, Walking School Buses, Bike Trains, Community Outreach programs, Data Collection & Analysis, Pre and Post Survey Administration for elementary, middle and high schools.

Client: City of Long Beach Public Works Department, Nate Baird, Mobility Coordinator, (562) 570-6618, Nathan.Baird@longbeach.gov

Key Staff: Pat Hines

Mountain View Safe Routes to School Program

MOUNTAIN VIEW, CA



Safe Moves' scope of work includes 2,000 school workshops and 500 rodeos for elementary and middle schools, 300 Parent Workshops, 175 Teacher Trainings, Walk & Bike to School Days, Bike to School Days, Community Events, Walking School Buses & Bicycle Trains, Carpooling Programs, Crossing Guard training, Site Surveillances, Community Outreach campaigns, Drop-off/Pick-Up Zones, public relations, public awareness campaigns (print and electronic media) and data collection.

Client: City Mountain View, Dennis Drennan, (650) 903-6633, dennis.drennan@mountainview.gov

Key Staff: Pat Hines

PARTNERS IN DIVERSITY (DBE)

Role: Data Entry

Partners In Diversity is a full-service staffing resource providing a variety of skill categories and company competencies to meet our clients staffing goals. We provide temporary, temporary to hire, and direct-hire employment and business process solutions. Our core business is geared toward the recruiting & staffing of Administrative, Clerical, Finance and Professional personnel. We possess an array of resources which give us the ability to provide extensive staffing services and manage projects regardless of size. Partners In Diversity is a 100% women owned small business enterprise. We possess a set aside status as a disadvantaged, small, and women owned company.



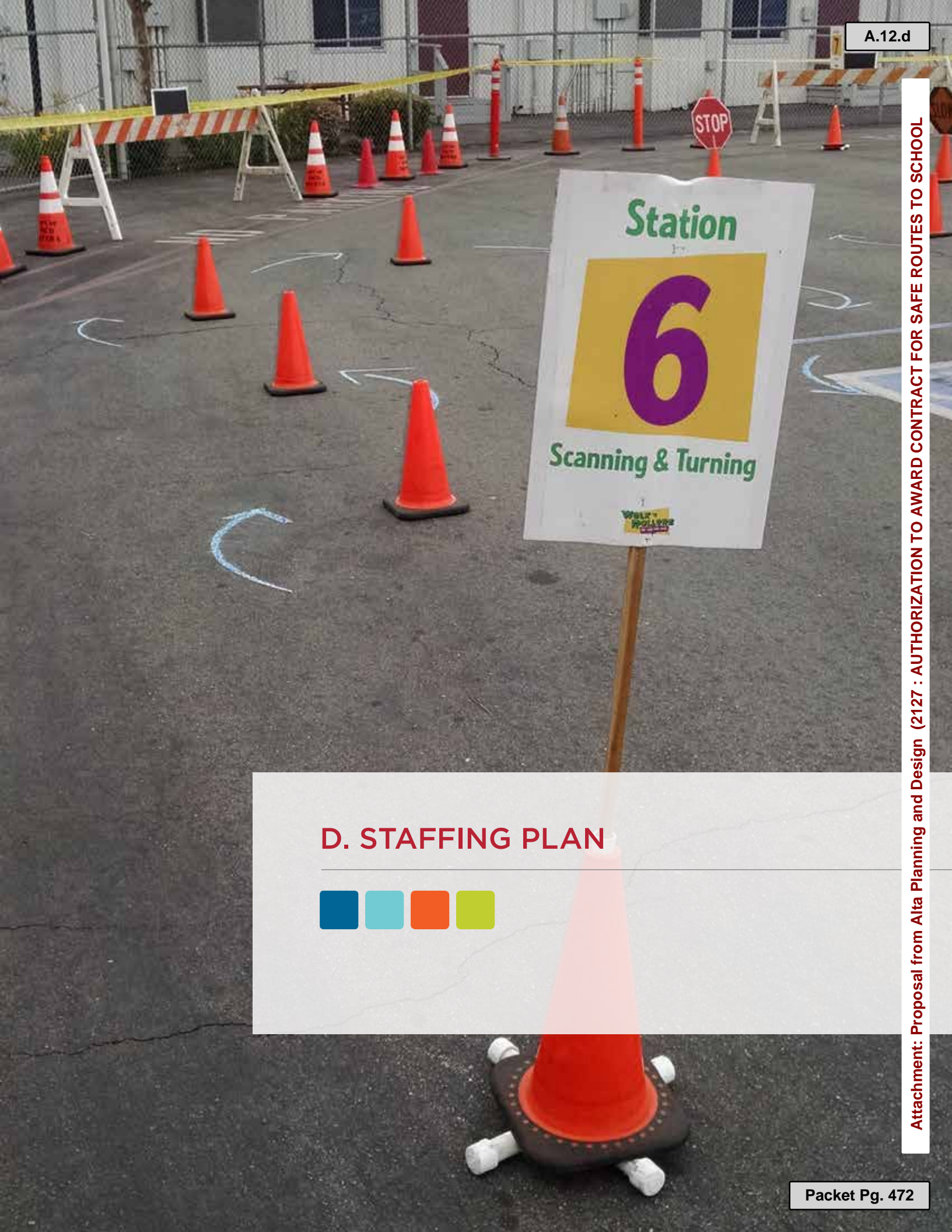
COPY2COPY (DBE)

Role: Printing Services

Copy2Copy is the complete source for printing, copying, digital printing, duplicating, reprographics, signs, banners, graphics, oversize posters/scanning and finishing. They offer the highest quality service, flexible and reliable, every single time. Copy2Copy prides themselves on delivering projects with flawless punctuality. Their highly experienced team will guide you every step of the way, helping you deliver on even the fastest of turnarounds.



Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL



D. STAFFING PLAN



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D. STAFFING PLAN

The team we have composed for this project brings a combination of local knowledge and resources combined with national best practices on effective Safe Routes to School program implementation.



LEAH STENDER PROJECT MANAGER

Leah Stender will serve as Project Manager, with responsibility for overall project leadership and quality control. She has extensive experience in developing and implementing Safe Routes to School plans and non-infrastructure programs. Leah is also a successful grant writer, directly securing over \$1.7 million in Safe Routes to School education and encouragement funding for the San Diego County region. Additionally, she has supported numerous local jurisdictions in securing infrastructure funding for their municipalities.

Leah has been an Associate at Alta for two years and is currently the Project Manager for the second phase of Chula Vista Elementary School District Safe Routes to School project, an effort involving 27 schools in the district. Before her work at Alta, Leah worked at Circulate San Diego for nearly five years. While at Walk SD, Leah worked on the first phase of the Chula Vista Elementary School District SRTS, which included 20 schools in the district. While at Circulate San Diego, Leah managed up to 10 SRTS projects at any given time, most of which had 7-10 schools participating in each project. She developed programs, wrote grants, worked with cities to get funding, and then implemented all of these programs successfully.



BRETT HONDORP PRINCIPAL-IN-CHARGE

Brett Hondorp will serve as Principal-in-Charge. He will stay engaged at an advisory level for the project lifetime and will participate in strategy development, work product review, and milestone meetings. Brett is a leading national SRTS expert who has worked on SRTS projects in California since 2001. His work has involved a wide range

of activities aimed at improving school area safety, including leading walking audits, developing engineering improvement plans, preparing grant applications, creating walking route maps, and managing strategic SRTS implementation programs. As a SRTS National Course instructor, Brett has given trainings across the country to local agency staff, advocates, and community leaders on how to implement effective SRTS programs.

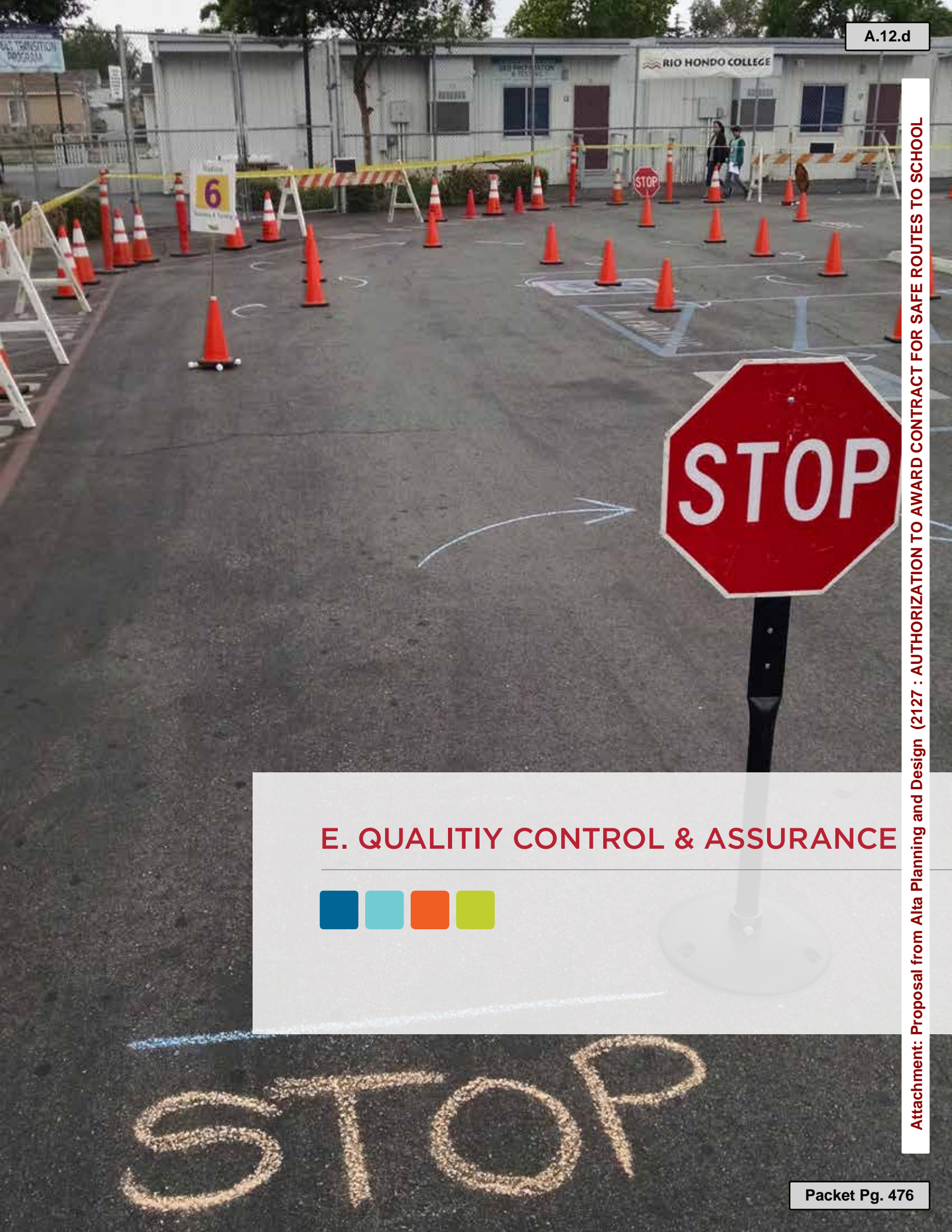
This core team will be supported by talented planners and graphic designers with specialized expertise on marketing and outreach for transportation projects.

Alta's capabilities are enhanced by our teaming partners, **Safe Moves**, who have conducted bicycle education and rodeo assemblies throughout the Inland Empire to assist with engagement at the school site level. The Alta team will be further supported by **Partners in Diversity (DBE)** who will add data entry support and **Copy2Copy (DBE)** for printing services.

Current and anticipated workload for key staff members is represented in the chart below. Full resumes for key staff can be found in Appendix 2.

Key Staff	Current Workload	Availability (%)
Leah Stender, Project Manager, Alta	Chula Vista SRTS, Rialto SRTS	60%
Brett Hondorp, Principal-in-Charge, Alta	Rialto SRTS, LA Metro SRTS, LA County DPH Pedestrian Master Plan	30%
Michael Sampson, Senior Engineer, Alta	Ventura Bike Boulevard, Fort Collins, CO Bike Signal Design	40%
Pat Hines, Outreach Event Manager, Safe Moves	Rialto SRTS, LA Metro SRTS, LADOT Bike & Ped Transit Education Program	40%

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E. QUALITY CONTROL & ASSURANCE



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E. QUALITY CONTROL & ASSURANCE

Virtually all projects encounter varying degrees of difficulty at one point or another in the course of the project. Many SRTS projects are a minefield of potential pit-falls and challenges. Consequently, it is critically important to have a consultant team that anticipates these difficulties and is prepared to address these challenges with innovative approaches and battle-tested solutions.

The Alta team is adept in navigating these project difficulties and prides itself in implementing SRTS programs that have resulted in students who are educated in walking and biking safety, who may be choosing to walk and bike to school more frequently, and final deliverables which allow our clients to pursue successful infrastructure grants. In our experience, the most common challenges encountered include:

- Lack of knowledge/experience
- Communication issues
- Quality control issues

Below, we outline how the Alta team is the only team which will navigate these challenges and provide the City of Moreno Valley the best possible program on time and within budget.

Project Management

Producing a high-quality project that meets the City of Moreno Valley's needs, and financial and schedule criteria requires a deep understanding of how to implement SRTS projects. Therefore, effective project management requires communication skills that facilitate a common expectation of outcomes. Alta provides a strong, experienced project management team and maintains open lines to provide quality, cost, and schedule control. Alta's Project Manager, Leah Stender, has over eight years of experience with strategic implementation of multi-school SRTS initiatives in and is a certified National SRTS Instructor. Alta's Principal-in-Charge, Brett Hondorp, brings over 15 years of large-scale SRTS program experience to the project including numerous countywide, citywide and region-wide programs. We have a proven track record to manage and implement the best SRTS program for the City of Moreno Valley.

Effective Communication

At the outset of the project, the Alta team will prepare a final scope of work, project schedule, and school engagement plan, so everyone has a clear sense of the project's process, milestones, and deliverables. Throughout the project, Leah Stender will be in regular contact with the City's project manager to keep the City apprised of the project effort and to seek input at key decision points. We will set up regular check-in meetings via phone conference on a bi-weekly basis. Alta will prepare meeting minutes covering the discussion items and a list of follow-up tasks with the responsible party for each task.

Quality Assurance/Quality Control

Alta maintains a quality assurance/quality control system along with strict adherence to established business procedures. Our team employs a three-tier quality control system that includes (1) an in-house editor who reviews all materials, (2) independent review by principals, and (3) in-house scheduling and management tools.

Our QA/QC process will provide high quality Walk Audits and Recommendation Maps as well as schedule compliance. All members of the project team have the authority to identify quality problems, and to initiate, recommend, provide and verify the necessary solutions.

The QA/QC process will be led by the Principal-in-Charge, whose primary role will be to verify the accuracy and consistency of deliverables. Our management procedures will see that work is performed by qualified personnel, necessary information is documented and checked for completeness, documents will be reviewed for accuracy, and products are reviewed by staff not directly involved in the project.

Monitoring Project Status

Alta uses Deltek Vision to manage projects. This software allows Alta's project managers to track project costs in real time, maintain a schedule of future labor hours, manage subconsultant tasks, and produce monthly progress reports. With each monthly invoice, Alta's Project Manager will provide a progress update that summarizes tasks completed.

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APPENDIX 1: PROJECT SCHEDULE



Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

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APPENDIX 1: PROJECT SCHEDULE

The schedule below reflects the schedule outlined in the RFP, providing an efficient process with early and thorough review of all products as they are developed.

Task	2016							2017						
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	
Task 1. Project Management														
Task 1.1 Project Kick-off Meeting	X													
Task 1.2 Check-in Meetings	X	X	X	X	X	X	X	X	X	X	X	X	X	
Task 1.3 SRTS Program Development Team		X						X						
Task 2. Start-up/Organization														
Task 2.1 School Participation Assessment														
Task 2.2 Community SRTS Workshop					X									
Task 2.3 Walk Audits														
Task 2.4 Suggested Route to School Maps														
Task 2.5 Volunteer Crossing Assistant Program														
Task 3. Ongoing SRTS Program														
Task 3.1 School Engagement														
Task 3.2 Walk/Roll to School Days														
Task 3.2.A: Walk/Roll to School Events														
Task 3.2.B: Crossing Assistant Schedule														
Task 3.2.C: Walking School Buses														
Task 3.3 Bicycle Rodeos														
Task 3.4 Evaluation														
Task 3.4.A: Tallies														
Task 3.4.B: Parent Surveys														
Task 3.5 SRTS Celebrations							X		X					
Task 4. Wrap-up														
Task 4.1 Final SRTS Report														

LEGEND

- Task Progress
- X Meeting / Workshop
- Deliverable

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APPENDIX 2: RESUMES



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RESUMES



EDUCATION

Masters in Urban and
Regional Planning,
San Jose State
University, 2000

BA, Biology, University
of California at Santa
Cruz, 1995

PROFESSIONAL REGISTRATIONS

Alta Planning +
Design, 2001-present
Design, Community &
Environment, Project
Planner, 2000-2001

Santa Clara County
Planning Office,
Planner II, 2000

Impact Sciences, Staff
Planner, 1997- 2000

PROFESSIONAL REGISTRATIONS

American Institute of
Certified Planners

League of American
Bicyclists, League
Cycling Instructor
#845

National Safe Routes
to School Training
Instructor

Brett Hondorp, AICP, LCI *Principal-in-Charge*

Brett is a leading national SRTS expert who has worked on SRTS projects in California since 2001. His work has involved a wide range of activities aimed at improving school area safety, including leading walking audits, developing engineering improvement plans, preparing grant applications, creating walking route maps, and managing strategic SRTS implementation programs. As a SRTS National Course instructor, Brett has given trainings across the country to local agency staff, advocates, and community leaders on how to implement effective SRTS programs.

RELEVANT EXPERIENCE

SAN BERNARDINO COUNTY COMPLETE STREETS STRATEGY AND SAFE ROUTES TO SCHOOL INVENTORY

Brett is the Principal-in-Charge of the Countywide Complete Streets Strategy and Safe Routes to School (SRTS) Inventory for San Bernardino County. Alta is helping SANBAG and member jurisdictions leverage existing efforts and establish a regional strategy by convening local jurisdiction, school district, and other community partners to discuss existing efforts and potential regional programs; compiling existing efforts to identify opportunities for coordination and recommendations for regional SRTS activities and events; and inventorying and prioritizing existing bicycle/pedestrian facilities, gaps, and needs.

ALAMEDA COUNTY SAFE ROUTES TO SCHOOL PROGRAM

Brett is the Project Manager for the Alameda County Safe Routes to School program. Ongoing since 2006, the program is designed to promote safe walking and biking to school and to reduce traffic congestion in the areas surrounding schools. Since the program began, it has expanded to reach tens of thousands of students. The program currently reaches students at 180 schools in the county. Brett coordinates program evaluation and strategic planning, web content population and communications, walk audit maps, database management, data collection, research, and development of an annual program evaluation report.

LOS ANGELES METRO SAFE ROUTES TO SCHOOL PILOT PROJECT

Brett is the Principal-in-Charge for this pilot project designed to be a sustainable model for future expansion. Focusing on 10 schools located, this project includes school audits to identify challenges and opportunities to improve walking and bicycling to school and the creation of Pedestrian and Bicycle Travel Plans for each school. Program elements include walk and roll to school Education, Encouragement and Enforcement activities to help increase walking and biking to school.

SANTA CLARITA SAFE ROUTES TO SCHOOLS PROGRAM

Brett was the Principal-in-Charge of this two-year program to develop and implement a Safe Routes to Schools education and encouragement program for the City's elementary schools. Alta worked closely with the City, schools and school districts to bring encouragement programs and bicycling and walking safety education to over 3,500 students in four elementary schools selected as pilot schools.





Leah Stender, LEED AP, CNUa Project Manager

Leah's focus is Safe Routes to School planning and management with excellent skills in transportation planning, conducting community outreach and education, traffic calming projects, and complete streets corridor studies. Leah is a successful grant writer, directly securing over \$1.7 million in Safe Routes to School funding for the San Diego County region. Additionally, she has supported local jurisdictions in securing infrastructure funding for their municipalities.

EDUCATION

Masters, Urban and Regional Planning, University of Illinois, Champaign-Urbana, 2007

BS, Biology, Principia College, 2001

PROFESSIONAL HIGHLIGHTS

Associate, Alta Planning + Design, 2014-present

Programs Manager, Circulate San Diego (Formerly WalkSanDiego), 2010-2014

Community Planner, RBF Consulting, 2008-2009

Volunteer Planning Consultant, UNAM, Mexico City, Mexico, 2006

PROFESSIONAL REGISTRATIONS

LEED AP

RELEVANT EXPERIENCE

CHULA VISTA ELEMENTARY SCHOOL DISTRICT SAFE ROUTES TO SCHOOL PROJECT

Leah is leading the comprehensive Safe Routes to School Program for the Chula Vista Elementary School District. Along with programmatic and education activities, Alta is conducting a comprehensive engineering asset inventory of selected street-level infrastructure assets around each of the 27 project schools; organizing and conducting walking audits, touring potential routes and school sites, identifying barriers to and opportunities for safer routes; documenting findings in a deficiency map that summarizes existing conditions and audit observations, along with school area traffic data; and developing a graphical infrastructure improvement plan for each school. These site-specific planning-level conceptual designs will be grant-ready to apply for infrastructure funds to design and construct the projects.

LOS ANGELES METRO SAFE ROUTES TO SCHOOL PILOT PROJECT

Leah is the Project Manager for this pilot project designed to be a sustainable model for future expansion. Focusing on ten schools located in the City of Los Angeles, this project includes school audits to identify challenges and opportunities to improve walking and bicycling to school and the creation of Pedestrian and Bicycle Travel Plans for each school. Program elements include walk and roll to school Education, Encouragement and Enforcement activities to help increase walking and biking to school.

SANTA MONICA SAFE ROUTES TO SCHOOL PROJECT

Leah served as the Strategic Advisor to this non-infrastructure Safe Routes to School project, including consultation on walking school buses, bike trains, walk audits, special events, agency coordination and consultation on long term implementation. Completed program elements included outreach at Back to School events, two Bike Skills Workshops for children, Walking School Bus trainings and organizing at every school, a 'Bike It Walk It' day that garnered more than 75% participation at one school, walk audits at schools, and a highly-successful Family Bike Fest with 250 participants.

SAN BERNARDINO COUNTYWIDE COMPLETE STREETS STRATEGY AND SAFE ROUTES TO SCHOOL INVENTORY

Leah served as the SRTS Planner for this project to develop a Countywide Complete Streets Strategy and SRTS Inventory for San Bernardino County. Alta helped SANBAG and member jurisdictions leverage existing efforts and establish a regional strategy by convening local jurisdiction, school district, and other community partners to discuss existing efforts and potential regional SRTS programs.

Attachment: Proposal from Alta Planning and Design (2127) : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL



Marc Caswell, LCI

Senior Planning and Program Specialist

Marc has over a decade of experience in transportation planning in communities across California including Richmond, San Francisco, and Long Beach. He has extensive experience creating safety messages and training curricula for drivers and bike riders. He has personally trained thousands of Californians how to safely share the road - whether behind the steering wheel or on two wheels. At UCLA, his research focused on traffic safety with an analysis of collisions across the City of Los Angeles. Marc brings his expertise in project management, coalition-building, and civic engagement to encourage safer, more comfortable walking and bicycling.

EDUCATION

Masters in Regional and Urban Planning, University of California, Los Angeles, 2016

PROFESSIONAL HIGHLIGHTS

Alta Planning + Design, 2016-
City of Long Beach Public Works Department Traffic Engineering, 2015-2016
Climate Resolve, 2013-2014
San Francisco Bicycle Coalition, 2008-2013
Urban Habitat, 2006-2008

PROFESSIONAL REGISTRATIONS

League of American Bicyclists, Certified Cycling Instructor (LCI) #4088

RELEVANT EXPERIENCE

IRVINE CITYWIDE BICYCLIST, PEDESTRIAN, AND MOTORIST SAFETY PROGRAM, IRVINE, CA

Marc is the Project Manager for a citywide traffic safety and encouragement campaign for the City of Irvine, California. The three-year program includes an integrated encouragement campaign, safety messages for all modes, and bicycle safety workshops. The outreach will work in partnership with city staff, the police department, and schools. The project also funds bike and pedestrian counts to evaluate the success of the campaign. This project is expected to be complete in early 2019.

BICYCLIST & PROFESSIONAL DRIVER EDUCATION PROGRAM, SAN FRANCISCO, CA*

Marc created safety training curricula for San Francisco's bicyclists and professional drivers for the San Francisco Municipal Transportation Agency (SFMTA). Marc created a one-hour bicycle safety program focusing on the specific infrastructure and challenges of cycling in San Francisco. He also created and implemented a 45-minute training for all new taxi drivers on how to safely share the road with people on bike and foot. The taxi training has since been expanded to include employee shuttle drivers and TNC companies. Marc also supervised an update to the SFMTA's bus operator bicycle safety training video. Marc has personally trained over 4,000 people how to safely share the road.

MASONIC AVENUE STREETScape PROJECT, SAN FRANCISCO, CA*

On behalf of the San Francisco Department of Public Health, Marc conducted community engagement and outreach to support safety upgrades to Masonic Avenue in San Francisco. After multiple community meetings, the project was unanimously supported by elected officials and all nearby Neighborhood Associations.

CITYWIDE BIKE PARKING COORDINATION, LONG BEACH, CA*

Marc coordinated the survey and installation of bike racks on public property throughout the city of Long Beach, California. Marc conducted outreach to business-owners to promote awareness of the program both online and in-person. Responding to requests, Marc surveyed the sites and coordinated installation with the City's work crews. Marc facilitated the installation of more than 100 bicycle racks across the city.

*Experience prior to Alta



Michael Sampson Senior Engineer

Michael has extensive experience in active transportation planning and design, including traffic engineering, land developing, community outreach, and grant writing. He is also knowledgeable in AutoCAD and Civil3D and possesses excellent written and verbal communication skills. Prior to working for Alta, Michael worked for the City of Riverside as an Assistant Traffic Engineer and a Bicycle Coordinator.

EDUCATION

BS, Civil Engineering,
California Baptist
University, 2011

PROFESSIONAL HIGHLIGHTS

City of Riverside,
Bicycle Coordinator,
2014-2016

City of Riverside,
Assistant Traffic
Engineer, 2013-2016

Webb and Associates,
Assistant Engineer,
2011-2013

R K Engineering
Group Inc.,
Engineering
Technician II, 2011

City of Riverside
Public Works in the
Traffic Engineering
Department, Intern,
2010

RELEVANT EXPERIENCE

DESIGN OF CYCLE TRACKS, UNIVERSITY OF CALIFORNIA, RIVERSIDE*

Michael worked with University of California Riverside to install the first cycle track in Riverside County. He also worked with elected officials and various neighborhood groups to develop and implement various traffic calming measures including traffic circles and pedestrian scrambles.

RIVERSIDE CITY WIDE STRIPING IMPROVEMENTS TO PROMOTE COMPLETE STREETS*

Michael was the sole driver of complete street design while at the City of Riverside, and was able to implement many standards regarding striping and street layout that provide 40+ Miles of new Class II Bike lanes in the city during his tenure as the Bicycle Coordinator.

BROCKTON ROAD DIET AND BIKE IMPROVEMENTS*

Michael designed and implemented a Complete Street project converting an existing 4 lane road into a 3 lane road and added 7' bike lanes with a 2' buffer. After implementation the City saw an increase of cyclists by 100% and a reduction of accidents of 40% due to the new configuration.

GRANT APPLICATION FOR ATP CYCLE I AND II*

Michael has been an integral part of the City of Riverside's successful ATP Grant applications, bringing the City 3 Million dollars in Pedestrian and Bicycle improvements around the City. Examples of the projects the City will be implementing are cycle tracks, bike trail head improvements, and traffic circles.

BICYCLE SHARE DEVELOPMENT FOR THE CITY OF RIVERSIDE*

Michael obtained grant funding for the City of Riverside to implements the initial Pilot project for the City bike share. He worked to develop the Request for Proposal as well as worked with the local universities and Metrolink train stations to plan locations as well as the first round of expansion. The City plans to have the grand opening for the Bike share in Fall of 2016.

**Experience prior to joining Alta.*

Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL



Josh Clark

Senior Planner

Josh has experience in GIS, active transportation planning, plan review, and public outreach. He works on active transportation projects, throughout various stages of planning and implementation, collaborating with clients, stakeholders, and community members to improve transportation options.

RELEVANT EXPERIENCE

EDUCATION

Master of City Planning, San Diego State University, 2014
BA, History, University of California, Los Angeles, 2006

PROFESSIONAL ORGANIZATIONS

Association of Pedestrian and Bicycle Professionals
San Diego Regional GIS Council
American Planning Association

PROFESSIONAL HIGHLIGHTS

Alta Planning + Design, 2014-present
Caltrans, Forecasting & Modeling, 2013
SANDAG, Technical Services, 2013-2014
Alta Planning + Design, Intern, 2012

SANTA ANA BICYCLE AND PEDESTRIAN MASTER PLAN

Alta was selected to lead the planning and design for this project that examined non-motorized transportation within the City of Santa Ana. Opportunities for implementing walking and cycling infrastructure were identified and proposed by Josh with the use of community feedback tools and stakeholder recommendations. The result was a significant increase in shared-use facilities along channelized waterways, creeks, and trails. The project was built on the city's role as Orange County's "Downtown" and supplemented the city's extensive design guidelines with a series of priority pedestrian and cycling projects designed to increase safety, close non-motorized transportation network gaps, and tie into the region's signature bicycle facility, the Santa Ana River Trail.

KERN COUNTY BICYCLE MASTER PLAN AND COMPLETE STREETS VISION

Josh assisted with planning and public outreach tasks for the countywide bicycle master plan and a series of complete streets recommendations for the Kern Council of Governments. His specific contributions included the recommended improvements analysis, using land use and travel pattern data to propose linkages between cities. This project included a significant public outreach component, including public workshops, bicycle counts, a project website, and an online survey to collect feedback and priorities from Kern County residents. The plan recommendations include a significant number of bikeway facility miles, including numerous miles of Class III shoulder facilities on state highways. The plan also includes a number of programmatic recommendations to address the "other 4 E's," which include education, encouragement, enforcement and evaluation.

BRAWLEY NONMOTORIZED TRANSPORTATION PLAN

The City of Brawley's Nonmotorized Transportation Plan goals include improving bicycling and walking safety, providing end-of-trip facilities, improving multi-modal connections, and promoting bicycling and walking as an important public health issue through education and encouragement. The Bicycle Master Plan update component of this project included a needs analyses, recommended system improvements, and implementation strategies. The new Pedestrian Master Plan component of the Plan builds on the momentum and vision of the recently completed Downtown Specific Plan, and identifies and prioritizes future pedestrian projects in order to create a seamless, consistent pedestrian network in the City. Josh's responsibilities included GIS analysis and map document production. Additionally, he was able to use roadway metrics weighted by areas of interest to develop facility siting recommendations designed for Brawley's unique setting.



Zachary Robinson

GIS Analyst

Zachary is an avid urban geographer who specializes in analyzing and visualizing geographic data. He recently graduated from the University of California, Los Angeles (UCLA) with a bachelor’s degree in Geography and Geospatial Information Systems (GIS). Zachary worked for the City of Santa Monica as a temporary GIS Analyst, where he regularly prepared maps and reports for city employees and residents. He is passionate about cartography and this is evident in the recent maps he has designed for various projects at Alta. Zachary is skilled in spatial analysis methods, data research and design, cartography, and web-mapping.

EDUCATION

BA, Geography and Geospatial information Systems, UCLA, 2015

PROFESSIONAL HIGHLIGHTS

Alta Planning + Design, 2015-
City of Santa Monica, 2014-2015

PROFESSIONAL REGISTRATIONS

Association of American Geographers

RELEVANT EXPERIENCE

BERKELEY BICYCLE PLAN UPDATE

Alta is currently working with the City of Berkeley to update their existing bicycle plan. Zachary’s tasks include analyzing public comments on existing bicycle facility conditions in Berkeley and producing maps that visualize common areas of public concern. As Alta’s work continues, he will be responsible for producing maps that show Alta’s proposed recommendations.

COALINGA ACTIVE TRANSPORTATION PLAN

Alta is currently leading efforts to develop a comprehensive active transportation plan for the City of Coalinga, located in California’s Central Valley. Zachary assisted in preparing maps that analyze existing bicycle facilities and pedestrian/bicycle related collisions in Coalinga.

DALY CITY SUSTAINABLE TRANSPORTATION PLAN

In preparation for Alta’s involvement in Daly City’s transportation plan, Zachary collected and visualized trends in pedestrian and bicycle collisions.

MARYSVILLE BICYCLE AND PEDESTRIAN MASTER PLAN

Alta is currently working with the City of Marysville to design and implement a comprehensive bike and pedestrian master plan. Zachary produced a series of maps for this project that show existing and proposed facilities and areas in the city that require additional planning and research.

CAPITAL BIKESHARE PROGRAM, WASHINGTON, DC

For the past five years, Alta has worked in conjunction with various public and private entities to develop a successful and sustainable bikeshare program in the Washington, DC metro area. Recently, Zachary was tasked with creating a series of maps that visualized system usage trends for the program’s quarterly report.



Pat Hines

Safe Moves Event Manager

Pat Hines has over 30 years of experience in bicycle and pedestrian safety education, transit use and transportation issues. As a former bicycle racer, Pat learned firsthand the vulnerability of bicyclists and the dangers of the lack of education. Her best friend was killed in a bicycle accident in 1983 while the two were riding together. Neither Pat nor her friend were wearing helmets or following basic traffic laws. In response to the tragic loss of her friend, Pat established Safe Moves in 1983. Pat speaks throughout the world on traffic safety issues as it pertains to children. She is author of many books and articles on children's safety and was recognized by President Bill Clinton as a leader in the area of traffic safety education for children.

EDUCATION

BS, Pre-Med/Mass
Communications,
University of Miami,
1976

PROFESSIONAL AFFILIATIONS

Pedestrian Advisory
Committee – City of
LA: Member

Los Angeles County
Police Officers
Association: Member

RELEVANT EXPERIENCE

EXECUTIVE DIRECTOR: SAFE MOVES (1983-PRESENT)

Develops, implements and supervises Safe Routes to School Programs, bicycle, pedestrian and transit education programs and curriculum development; researches all city and state laws and ordinances as they pertain to bicyclists, pedestrians, motorists and commuters; data collection, walk audit, traffic counts and evaluation of data including death and injury behaviors; creates and maintains community awareness and promotional/public relation campaigns; safety product development, develops relationships with governmental, law enforcement agencies community and social services agencies.

VICE PRESIDENT, COMMUNICATIONS AND PUBLIC AFFAIRS: RKO BROADCASTING RADIO GROUP (1978-1983)

Created and implemented advertising, marketing and promotional campaigns for RKO radio stations throughout the United States.



Barbara Sheppard

Safe Moves Program Coordinator

Barbara Sheppard has served as a program coordinator, instructor, and community liaison for Safe Moves from 2001 to the present. Barbara has an extensive background in program management through her position at Safe Moves. She also has five years of experience in data collection and evaluation with traffic counts, bike/walk audits, and collision data.

RELEVANT EXPERIENCE

INSTRUCTOR: SAFE MOVES (2001-PRESENT)

- City of Los Angeles School Bicycle Safety and Transit Education Program for the Los Angeles Unified School District
- City of Long Beach Safe Routes to School Program for the Long Beach Unified School District
- City of Stockton Safe Routes to School Program for the Stockton Unified School District

TEACHER: BERENDO MIDDLE SCHOOL (1999-2000)

EDUCATION

BA, Education,
University of San
Diego



Wendy Mata

Instructor

EDUCATION

BA, University of Texas, 1990

Wendy Mata has served as a workshop and rodeo instructor for Safe Moves from 1990 to the present. Ms. Mata has experience as an educator of students (K-12) and data collection.

PROFESSIONAL HIGHLIGHTS

Safe Moves, Instructor/Community Liason, 1990-Present

Her responsibilities for this program will include, but are not limited to the following:

- Conducting student workshops and rodeos
- Performing all related duties for conducting workshops and rodeos
- Data collection (surveys, student tallies, walk/bike audits, traffic counts, student/parent behaviors)
- Administering/collecting evaluation surveys and quizzes
- Distributing and collection of certifications, parent surveys and student tallies
- Distributing printed material and promotional items
- Conducting parent workshops, walking school buses, bike trains, community presentations

RELEVANT EXPERIENCE

INSTRUCTOR

- City of Los Angeles School Bicycle Safety and Transit Education Program for the Los Angeles Unified School District



APPENDIX 3: ADDITIONS OR EXCEPTIONS TO CITY'S RFP



Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

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ADDITIONS OR EXCEPTIONS TO THE CITY'S RFP

The City has provided a thorough and comprehensive SRTS scope in the RPF. We recommend the following changes to better align the scope with SRTS best practice or add value to the effort. The below items have all been described above in our work scope.

TASK 2.3 WALK AUDITS

We suggest augmenting this task by developing conceptual engineering recommendations as part of the walk audit for each school. Our scope includes the development of conceptual Improvement plans for each school to best maximize the walk audit process and best position the city to obtain future grant funding. Our conceptual improvement plans can be inserted directly into the City's future grant submittals such as the ATP program.

TASK 2.5 VOLUNTEER CROSSING ASSISTANT PROGRAM

We suggest reducing the amount of effort put into this task as this is a large undertaking for a one-year program. A program such as this is heavily reliant on sustained funding to see a benefit from this type of activity, and funding for this project would be better utilized in assisting in securing future funding through adding to Tasks 2.3 and 3.3.B, as described above and below.

TASK 3.3.A: WALKING/BIKING TALLIES

The RFP indicates monthly tallies, however, in our experience, schools may not allow for time and access to students time that frequently. It is our recommendation that that tallies will be conducted at the beginning and end of the program.

TASK 3.3.B: PARENT SURVEYS

The RFP indicates this survey to be administered only once, however, it is best to have a pre-and post- project evaluation to understand the baseline before beginning the project. It is our recommendation that these surveys will be conducted at the beginning and end of the program.

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APPENDIX 4: CONSULTANT/ CONTRACTOR STATEMENTS



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CONSULTANT/CONTRACTOR STATEMENTS

Alta Planning + Design acknowledges that it will not be allowed to add, remove or change any subcontractors without written permission from the City. Alta will document and provide the results of the work to the satisfaction of the City. This may include preparation of reports, or similar evidence of attainment of the Agreement objectives. Alta understands that any extra work will require prior written approval from the City. Alta will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Alta will adhere to all federal laws and regulations notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to. Alta shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least five years. Alta shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof. Alta offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. Alta understands that this Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

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APPENDIX 5: DBE INFORMATION/ FORMS



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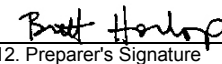
EXHIBIT 10-O1

Local Assistance Procedures Manual

Exhibit 10-O1
Consultant Proposal DBE Commitment

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Moreno Valley 2. Contract DBE Goal: 11%
 3. Project Description: Contract Services for the City of Moreno Safe Routes to School (SRTS) Program
 4. Project Location: Moreno Valley
 5. Consultant's Name: Alta Planning + Design, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Data Entry Services	37919	Partners in Diversity, Inc. 690 East Green Street, Suite 101, Pasadena, CA 91101 (626) 793-0020	9.5%
Printing Services	34635	Copy 2 Copy 8975 Complex Drive, San Diego, CA 92123 (858) 292-8100	2%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	11.5%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div>  12. Preparer's Signature Brett Hondorp 14. Preparer's Name Principal 16. Preparer's Title </div> <div> May 19, 2016 13. Date (510) 788-6871 15. Phone </div> </div>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Attachment: Proposal from Alta Planning and Design (2127) : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

DBE LETTERS OF COMMITMENT



PARTNERS IN DIVERSITY, INC.
A Small Business, Women Owned Enterprise

May 13, 2016

Mr. Hondorp
Alta Planning + Design
617 W. 7th St., Suite 505
Los Angeles, California 90017

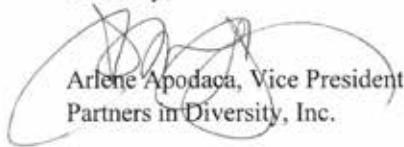
Re: City of Moreno Valley Safe Routes to School (SRTS) Program Proposal
Sent to Jesse Almeda via email May 13, 2016

Dear Mr. Hondorp:

This letter is to confirm Partners in Diversity, Inc.'s commitment to the Alta Planning + Design team for the above referenced project. We are excited for the opportunity to be a part of your team. If selected for the contract, we understand that our scope of work will include data entry services.

We look forward to providing services to the City of Moreno Valley and to further our relationship with Alta Planning + Design.

Sincerely,


Arlene Apodaca, Vice President
Partners in Diversity, Inc.

690 E. Green Street, Suite 101 • Pasadena, California 91101

Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

COPY 2 COPY

May 19, 2016

Brett Hondorp
Vice President
Alta Planning + Design
617 W. 7th St., Suite 505
Los Angeles, California 90017

Re: City of Moreno Valley Safe Routes to School (SRTS) Program Proposal

Dear Mr. Hondorp:

This letter is to confirm Copy2Copy's commitment to the Alta Planning + Design team for the above referenced project. We are excited for the opportunity to be a part of your team. If selected for the contract, we understand that our scope of work will include printing services.

We look forward to providing services to the City of Moreno Valley and to further our relationship with Alta Planning + Design.

Sincerely,



Nimish Mody, President

Copy2Copy

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APPENDIX 6: REQUIRED FORMS



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EXHIBIT 10-K

Local Assistance Procedures Manual

EXHIBIT 10-K

Consultant Certification of Contract Costs and Financial Management System

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Alta Planning + Design, Inc.Indirect Cost Rate: 163.9% * for fiscal period 1/1/2016 - 7/1/2016

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Moreno ValleyContract Number: N/A Project Number: 808 0014 70 76

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 7,500,000.00 and the number of states in which the firm does business is 50.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

EXHIBIT 10-Q

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year ____ quarter ____ date of last report ____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>	
<p>6. Federal Department/Agency: N/A</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services including address if different from No. 10a (If individual, last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>	<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p>	
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/> (attach Continuation Sheet(s) if necessary)</p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: <u>Brett Hondorp</u> Print Name: <u>Brett Hondorp</u> Title: <u>Principal</u> Telephone No.: <u>213-489-7443</u> Date: <u>5/19/2016</u></p>		
<p>Federal Use Only:</p>		
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Standard Form LLL Rev. 04-28-06

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Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

EXHIBIT 12-B

Local Assistance Procedures Manual
 Exhibit 12-B
 Bidder's List of Subcontractors (DBE and Non-DBE)

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i> Safe Moves	<i>Phone</i> (818) 786-4614	<input checked="" type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Community Outreach & Safety Education	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>
<i>Address</i> 15500 Erwin St <i>City, State ZIP</i> Van Nuys, CA 91411	<i>Fax</i>			Age of Firm (Yrs.)
<i>Name</i> Partners in Diversity	<i>Phone</i> (626) 793-0020	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Data Entry Services	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>
<i>Address</i> 690 E Green St #101 <i>City, State ZIP</i> Pasadena, CA 9110	<i>Fax</i>			Age of Firm (Yrs.)
<i>Name</i> Copy2Copy	<i>Phone</i> (858) 292-8100	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Printing Services	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>
<i>Address</i> 8975 Complex Dr <i>City, State ZIP</i> San Diego, CA 92123	<i>Fax</i>			Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>
<i>Address</i>	<i>Fax</i>			Age of Firm (Yrs.)
<i>City, State ZIP</i>				

Distribution: 1) Original - Local Agency File

Page 1 of 1
 January 2016

LPP 16-01

EXHIBIT 15-H

Local Assistance Procedures Manual

Exhibit 15-H
DBE Information - Good Faith Effort

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. HSIPL-5441 (061) Bid Opening Date 4/28/2016

The City of Moreno Valley established a Disadvantaged Business Enterprise (DBE) goal of 11 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
N/A	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Partners in Diversity	5/10/2016	E-mail (5/10-5/13)
Copy2Copy	5/13/2016	E-mail (5/13-5/17)

Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

Exhibit 15-H

Local Assistance Procedures Manual

DBE Information -Good Faith Effort

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Partners in Diversity - Data Entry Services	Y	Tasks 2 & 3	\$30,921	9.5%
Copy2Copy - Printing Services	N	Tasks 2 & 3	\$6,440	2%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

N/A _____

Names, addresses and phone numbers of firms selected for the work above:

Partners in Diversity, 690 E Green St #101, Pasadena, CA 9110, (626) 793-0020
Copy2Copy, 8975 Complex Dr, San Diego, CA 92123, (858) 292-8100

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

N/A _____

Attachment: Proposal from Alta Planning and Design (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

N/A

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
N/A		
_____	_____	_____

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

N/A

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



INLAND EMPIRE BIKING ALLIANCE

May 18, 2016

Attn: Capital Projects Division
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
Ph: (951) 413-3130

RE: Proposal for Safe Routes to School Program in the City of Moreno Valley

The Inland Empire Biking Alliance (IEBA) would like to thank you for the opportunity to submit a proposal in response to the City of Moreno Valley's RFP for Contract Services for a Safe Routes to School Program. As a grassroots advocacy nonprofit dedicated to improving the safety and accessibility of biking and walking in our region, the IEBA understands the need for effective educational outreach and has the staff, programming and capacity to achieve the City's goals.

We are including two highly regarded sub-consultants to our proposal:

- **MVR Consulting**, a local DBE firm in the Inland Empire with vast experience in local government agency project management, design and engineering of multi-modal transportation projects, pedestrian and bicycle planning, public outreach, inter-agency and school district coordination, federal and state funding, including the Safe Routes to School and Active Transportation Programs. Our partnership with MVR Consulting has allowed us to exceed the DBE Goal that Moreno Valley identified for this project, while bringing in valuable expertise to the project.
- **Walk 'n Rollers**, which has expertise in working with schools and communities to develop effective walk-bike to school programs. Walk 'n Rollers is a project of LACBC (Los Angeles Bicycle Coalition).

IEBA's innovative programs are designed to proactively engage youth and will have a positive impact on promoting a culture of biking and walking among the students of participating schools with the Moreno Valley and La Verde School Districts. Our dedicated staff has gathered information about the existing programs and its surrounding communities to determine how to best to accomplish these goals. We are submitting a proposal based on our findings, as we aim to provide the most efficient and effective student safety training service via a well-rounded Safe Routes to School Program.

Sincerely,

Mark Friis, IEBA Executive Director

PO BOX 9266
Redlands, CA 92375

909-800-4322
www.iebike.org

A. PROJECT UNDERSTANDING:

The project aims to establish a Safe Routes to School Program that will effectively promote a sustainable culture of walking and biking among students at the participating schools within the City of Moreno Valley. We understand that in order to achieve these goals, the selected consultant must establish working relationships with various schools, PTAs, students, and community stakeholders to update existing and develop new routes to schools through the means of walk audits, organize initiatives like the Walking School Bus and Walk & Roll to School, and raise awareness about safety considerations. Monthly tallies will be taken to gauge project effectiveness, while walk and roll to school surveys will be given out to students and parents. Our team will analyze feedback from students and parents in order to provide ideas for the City and respective schools to address.

Some of the major focal points of the project include:

1. Community engagement.
2. Limited timeframe
3. School district and individual school engagement
4. Walk to School liability
5. Program sustainability

The solutions we are proposing are as follows:

1. Utilize local resources and contacts to maximize outreach efforts. City and school district support will be essential, and we will leverage pre-existing partnerships from previously completed services and events.
2. Outreach to schools and volunteer recruitment will begin immediately upon commencement of program. With the support of the City and the school district, we will provide an introduction to the program's goals and schedule activities to create a grassroots, experienced team.
3. Currently we have a good relationship with both school districts from previous and ongoing events that we facilitate in Moreno Valley. Our team will work with each school to identify the needs and capacity to facilitate such SRTS events. We will find champions within the participating schools that will be trained to sustain activities and programs within school.
4. Each School District must embrace the program and absolve all schools of liability so students can participate at will.
5. Our team includes an experienced State of California Credentialed K-12 Teacher who has experience working in the Moreno Valley Unified School District and is familiar with the Val Verde Unified School District.

B. APPROACH AND SCOPE OF SERVICES

The City is requesting firms to provide contract services to develop and implement a Safe Routes to School (SRTS) program in the City of Moreno Valley. Our goal is to create a sustainable SRTS program. To achieve this through our team's groundwork and grassroots efforts, we aim to engage the community, PTA, students, parents, school principals and staff through finding community champions in each participating school and developing local resident leaders that have a vested interest in the well being of their children and community. Each member of our partnered team will collaborate to utilize our strengths and local ties to create and sustain a successful Safe Route to School program and campaign. Based on our strengths, the task will be divided according to the attached Scope of Services.

Development of working relationship with Moreno Valley Unified School District and Val Verde Unified School District:

The first - and most important step, not only creates a working relationship with the two Unified School Districts and staff, but helps determine and strategically plan a feasible student safety training program that is in line with the districts teachings, values, and commitment. In order to achieve this, we will meet with the school district prior to the beginning of the academic year to discuss and determine dates designated for the various bicycle safety events, walk and roll to school day, and PTA meetings.

Development of working relationship with School Administrative Staff, Facility, PTA Members and Parents:

The second step is to get Parent and Staff Support at each participated school. By understanding their needs/priorities for their children, as it relates to ped/bike safety education, we can better garner their commitment/investment to SRTS activities or upcoming events, and their level of general awareness about the benefits of utilizing active means to get to school. An initial meeting with School administrators will provide their level of engagement and information on upcoming PTA meeting. Participating in the initial PTA meeting would provide our team a gauge of previous mentioned elements, in addition to providing a conduit for Parent Surveys distribution, completion, and collection per the proposed schedule. If none of the above described parent support exists or some are lacking, our first task would shift towards the creating of awareness as well as the encouraging a 'new perspective' of a need for increased ped/bike safety, resolving insecurities, and increasing student participation in walking and biking. PTA meetings provide the forum for parent participation in the various workshops, walk-audits, and events.

Development of Updated Suggested Safe Routes to Schools and Mapping:

Several members of our team have experience with GIS software, ESRI connections through board members or associations - this will play an integral role in developing the updated map of suggested Safe Routes to all the schools. Maps will be developed after we have received feedback from surveys.

Development of Bicycle Safety Events and Walk/Roll to School Day Events:

IEBA currently has programs that we have used that are a combination of the [National Highway Traffic Safety Administration](#), California Department of Public Health [Pedestrian and Bicycle Safety Curriculum](#) and [BikeWorks](#). We find these programs provide a curriculum that addresses safety concerns for classroom and auditorium presentations. They include class activities along with conversations for kids and parents.

IEBA takes these lessons to the practical format of on bike instruction. Bike Rodeos are the first part where we have the following stations:

- Registration and bike inspection- ABCs before riding
- Bike and Helmet Fit
- Starts and Stops
- Scanning
- Intersection behavior-Signaling and Stopping

The next element we add to rodeos is our Bicycle Playground (skills course). These are obstacles that develop bike handling and confidence. They are the most popular part of all our events and has been used often by other organizations to engage kids. It's fun and kids learn skills that are not part of the normal bike rodeo. Here is a list of just some of the stations:

- Teeter Totter
- Slalom
- Ramp
- Figure 8
- Bicycle Jenga
- Bean Bag Toss
- Ring Joust
- Snake Pit

Walk and Roll School Day events will require IEBA to engage parents and school staff to select days that best work. Our staff will use prior events to collect information from parents to keep them informed of opportunities to participate in Walk and Roll events. Once data has been collected and analyzed staff will make a determination of where to place 'park and walk' locations within each school vicinity for student that live too far from school.

IEBA will conduct meetings with school PTA members and other school clubs that involve parents to inform them of the SRTS program along with education of events. This also will be the point of discussing and finalizing 'park and walk' location. We will also send out information of how walking school busses and bike trains work in case parents are unable to attend

Activity	Timeline	Deliverable(s)	Task	Assigned Party
Task 1: Start-up/organizing	Aug–Dec 2016			
Confirm school participation	July-August	Brochures to distribute to school officials describing the program	Create Brochures about SRTS Program for dissemination to school officials.	MVR
			Contact school districts and establish kick-off meeting in July - Disseminate Brochures	IEBA
			Discuss program, address needs, and come to an agreement about participating schools.	MVR
			Create brochures about upcoming events - walk & roll days, bicycle safety events	Walk 'n Rollers
Conduct one day-long Introduction to SRTS Community Workshop which offers an overview of the national philosophy and approach to SRTS, at Moreno Valley City Hall.	September	Brochures for distribution at workshop; PowerPoint slides	Create Powerpoint slides that highlight overall national philosophy and our approach to SRTS. Provide background on each of the partners collaborating in this project and create awareness about the SRTS Program being developed through this project.	MVR
			Engage the public with various conversations on SRTS elements.	IEBA, MVR, and Walk 'n Rollers
Conduct walkability audits of participating schools within a half-mile of the school grounds, with school officials and the PTA. Identify potential “park and walk” sites for parents to park and walk their kids to school if walking from home is impractical.	September 2016 - May 2017	Meeting notes	Meet with school principals, staff, and PTA to schedule and train participants about how to conduct walk-audits. Establish time and meeting location - usually before start of school or afterschool so participants can also observe student behaviors during drop-off or pick up that may be unsafe.	IEBA and Walk 'n Rollers

Attachment: Proposal from Inland Empire Biking Alliance (2127 : AUTHORIZATION TO AWARD

			<p>Day of each walk-audit, distribute walkability audit form, recap what participants should look for on their audit, provide disposable camera's or instagram link for people to add their pictures to the collection. Participants will be assigned to groups designated to walk specific 1/2 mile routes starting at the school. Upon completion, groups will meet at school to discuss findings. Meeting notes and pictures will be given to the City.</p>	IEBA
		<p>Analysis Gap Report that can be used as template for future grant applications by the City and School District</p>	<p>MVR will provide a team including a Licensed Civil Engineer, Credentialed Teacher and experienced City project manager to accompany IEBA, School District Staff, City Staff, and community members to prepare analysis of each school site which will provide information as to engineering and design challenges, opportunities, and creative solutions to area infrastructure, streets, and traffic control, as well as safety and scheduling issues that relate to creating safer routes to school. This should provide a "gap analysis" for each school that will provide a template for future grant funding opportunities through the Active Transportation Program, as well as other funding sources as they become available. The analysis will also include potential funding source recommendation for improvements.</p>	MVR

Attachment: Proposal from Inland Empire Biking Alliance (2127 : AUTHORIZATION TO AWARD

<p>Revise existing Suggested Route to School maps based on input from the walkability audits</p>	<p>October</p>	<p>Suggested Routes to School maps, 11”by 17” size, color, to scale, paper and PDF (Sample attached)</p>	<p>Based on walk-audit findings and result analysis the suggested maps will be updated and provided to each of the participating schools. Recommendation for those not participating will also be provided.</p>	<p>IEBA</p>
<p>Recruit and organize volunteer crossing assistant program. Crossing assistants will be trained as crossing guards and will be present along walking routes on designated walk/roll to school days to observe, assist, and advise novice walkers. Contractor to conduct background checks on volunteers.</p>	<p>September-December</p>	<p>Training agenda; roster of volunteers</p>	<p>Existing trained volunteer crossing guard assistants will be contacted for engagement. Recruit new volunteers for training through various outreach efforts - PTA, School champions, community members, etc.</p>	<p>IEBA</p>
			<p>Training agenda for Crossing Asistants will be developed with Safe Routes to School best practices, our experience working with parents in communities throughout Los Angeles County and in conjunction with existing City of Moreno Valley Crossing Guard Program. We will work with the City Crossing Guard Supervisors to train new recruits. There will be four training opportunities for all volunteers help in roughly four geographic areas of Moreno Valley and will include classroom instruction and on street demonstrations. Make sure all necessary waivers and participation forms are completed by each crossing guard assistant.</p>	<p>Walk 'n Rollers</p>

Attachment: Proposal from Inland Empire Biking Alliance (2127 : AUTHORIZATION TO AWARD

			Background checks will be processed through Moreno Valley PD - money is allocated within our budget for such services for upto 280 crossing guard assistants.	IEBA
Task 2: Ongoing SR2S Program	Jan–Jun 2017			
Schedule Walk/Roll To School event at each participating school; perform notification. Also notify regarding “park and walk” sites and “walking school bus” if applicable.	July - September	Fliers, one per school per quarter	Schools will be contacted as early in the school year as possible to schedule events. Schools will be send reminders, tip sheets and fliers in advance of walk/roll to School events, confirm scheduled dates with participating schools. Events will be lead by volunteer Crossing Assistants and parent volunteers.	Walk 'n Rollers
On designated walk/roll to school days, assign crossing assistants to posts and confirm their attendance.	Once per quarter per participating school	Pictures	Have pre-event meeting with crossing guard assistants to assign posts and confirm attendance. Establish more than one assistant per post to ensure coverage of routes. On day of each event, confirm attendance by checking all posts are filled. IEBA staff/volunteers that have been trained through this program will cover any last minute vacancies.	IEBA
On designated walk/roll to school days, organize “walking school bus” activity.	Once per quarter per participating school	Pictures	Provide input on best pratics of walking school bus activities and oversee the development of various types of such activities per schools needs, engagement, and resources.	WAlk 'n Rollers
			Prior to the walk/roll to school days, acquire the necessary permission slips/waivers from parent of participating students for pictures.	MVR

Attachment: Proposal from Inland Empire Biking Alliance (2127 : AUTHORIZATION TO AWARD

			Contact schools prior to each event to in preparation for walking bus activities, such as allowing the students time to color and make their walking school bus. Day of each event, facilitate and oversee a smooth inclusion of the walking school bus activity as a part of the walk/roll to school day event.	IEBA
Hold one bicycle safety event per school to go over safe biking to school	Once per quarter per participating school	Pictures	All participants will be signing liability and --- waivers	
Develop and produce Walk/Roll to School surveys for students and parents for the purpose of eliciting input on perceived obstacles to walking and riding bicycles to school. Print and distribute to participating schools. Collect and report responses to City's project manager.	Monthly for participating and control locations	Spreadsheet documenting walking and biking by school site	Prepare school pedestrian/bicyclist tally reports to gauge project effectiveness. In addiiton to the student hand tallies, will provide schools with punch crads to accurately track participation and award prizes to classrooms with the highest levels of participation.	MVR & IEBA
Develop and produce Walk/Roll to School surveys for students and parents for the purpose of eliciting input on perceived obstacles to walking and riding bicycles to school. Print and distribute to participating schools. Collect and report responses to City's project manager.	Once per participating and control locations	List of significant issues by site	Develop and produce surveys for distribution. Once collected, analyze results and develop a report for City's project manager. Hold a meeting to discuss findings and potential changes that should be addresssed.	MVR
			Assist in the distribution and collection of surveys at each participating school site.	IEBA

Attachment: Proposal from Inland Empire Biking Alliance (2127 : AUTHORIZATION TO AWARD

Conduct a debriefing to obtain lessons learned for improving the program	Once per quarter	Meeting highlights Reporting/Sustainability Report to City	Prepare analysis and recommendations to support the sustainability of the Moreno Valleys SRTS program, including projects, inter-agency coordination, and funding sources.	MVR
Conduct an appreciation meeting to provide feedback to program participants. Meeting would include awards for outstanding contributions to the program	Once per quarter	Pictures, awards roster	Prepare a celebratory meeting/event. Award Certificate of Appreciation to all Volunteer Crossing Guard assistants, School champions, and most engaged student participants that have been tracked through punch card. Special awards will be given to volunteers with high hours, to be determined upon completion of all events.	MVR
			Provide assistance in organizing and preparing for the appreciation meeting/event	IEBA & Walk 'n Rollers
Task 3: Wrap-up	Jul–Aug 2017			
Generate final report documenting qualitative assessment of mode shift at each school and overall, compare with control locations		Final report	Analyze all collected data, feedback, and community/staff input in order to assess modes shift at each school - efficacy at each school. The progress of modes shift can be considered both observationally and via the student tallies.	MVR & IEBA

Attachment: Proposal from Inland Empire Biking Alliance (2127) : AUTHORIZATION TO AWARD

informational event prep meetings. Parents interested in volunteering and walking with their children at these events will be assigned responsibilities and direction for the main event. Meetings for participating volunteer crossing guard assistants will also be held in preparation for the Walk/Roll to School Day events at the various school sites.

C. QUALIFICATIONS AND EXPERIENCE

Collectively SRTS Program team has over 20 years of experience in working with cities, community members, and schools/ school districts. Our SRTS Program team consists of:

- **Inland Empire Biking Alliance (IEBA)** (Prime Consultant) with a focus on Biking components, all Safe Routes to School components and Bike Safety Events;
- **MVR Consulting** (Subconsultant) for Project Management, Presentations, School District Coordination, School Walkability Audits, all Safe Routes to School Components, and Grant Administration.
- **Walk 'n Rollers** (Subconsultant) for Crossing Guards Assistant training, and Safe Routes to School components.

INLAND EMPIRE BIKING ALLIANCE (IEBA)

Inland Empire Biking Alliance (IEBA) provides bike safety education through fun activities that allow the youth to learn in a safe space of bike handling skills and surround awareness development. IEBA has been heavily involved in bicycle safety, pedestrian safety, access, and education, and bicycle skill development education projects in Redlands. The Bike playground, a major component of the Bike Safety Event, is utilized on a regular basis at the Burge Mansion in Redlands, as well as deconstructed into an educational serious at the Grove - Montessori School in Redlands.

IEBA Grove School Bicycle Workshop

Over four years IEBA has conducted comprehensive workshops to engage middle and high schoolers to the world of active transportation. Originally set as a bike-club-type program, IEBA has expanded the scope to include various aspects of bikes in the built environment, producing a fuller program. This has included emphasis on pedestrian linkages, as well as education on bicycle and pedestrian safety. This is a one of kind program in the nation and has led to The Grove School having the highest rate of students that bike to school in the district.

Classes include the following topics:

- Types of bikes and purposes - we bring in bikes for students to ride
- The History of Bikes
- The Sport of Racing Bikes and Competition
- Bike repair and Maintenance
- Rules of the Road - Bike rules and safety.
- Statistics and Data - From collision factors to usage
- Science of the Bicycle - Why it works
- Infrastructure - engineering concepts, Safe Routes to School
- Complete Streets - multi modal transportation and land use
- The Politics of Bikes
- Field trips to local bike shops and tour of bicycle and pedestrian environments
- Pedestrian and Bicycle Linkages and Safety in the Community
- Contact Information:
Beth Hauso at the Grove School bhauso@thegroveschool.org

IEBA has partnered with several communities and government agencies to provide the Bike Playground, including a skills course, at various Bike Rodeos and community events. To date, IEBA has held 16 events that have empowered over 500 children with effective bicycle handling and maneuvering skills which are critical to the prevention of roadway collisions.

In regards to Walk and Roll to School activities and events, IEBA has facilitated and implemented several Bike Trains - which are the 'walking buses' for student using their bicycle to get to and from school in most Safe Routes to School Programs.

IEBA Temecula Bike Train

Since 2011 Temecula Bike Train has been at the forefront of bicycle education, encouragement, and safety within the Temecula Unified School District. Temecula Bike Train is an official program at three elementary schools within the district. Paloma Elementary School, Ysabel Barnett Elementary School, and Temecula Elementary School all participate on a weekly basis with bike trains, scooter trains, and walking school busses.

While Temecula Bike Train is officially at three schools, many other parents have taken the lead at their schools and organized smaller efforts to encourage children in their neighborhood to walk and bike to school. The direct impact of Temecula Bike Train is over 1,500 students and growing. Last week on International Walk and Bike to School Day Temecula Elementary School had 70% of the student population walk or bike to school.

IEBA has seen a direct increase in the number of students and parents walking and biking to school after large events like International Walk and Bike to School Day.

At Temecula Bike Train, IEBA works directly with students and parents to assist in choosing the best route to school for them. We help students understand basic maintenance for their bicycle. We also teach students and parents how to safely ride to and from school. I am very proud of what Temecula Bike Train has accomplished since 2011 and believe that it is the model for Riverside County.

Contact information:

Zak Schwank, founder/parent, zakschwank@gmail.com

Kelly Gradstein, Principal at Paloma Elementary kgradstein@tvusd.k12.ca.us

Sandy McKay, Principal at Temecula Elementary smckay@tvusd.k12.ca.us

Jeff Reilly, a classroom teacher and Temecula Bike Train leader at Ysabel Barnett
jreilly@tvusd.k12.ca.us

The IEBA team includes:

- **Robert Neuber, Jonathan Baty, and Cuong Trinh** - three League Certified Instructor that are certified to teach Smart Cycling courses developed by the League of American Bicyclists. Collectively, they have over 28 years experience in providing bike safety education to beginner or seasoned cyclists of all ages. (Bios and resumes available in appendices.)
- **Mark Friis** - Executive Director and Certified Safe Routes to School Coordinator with 6 years experience in both SRTS, Bicycle Safety Education, and Outreach. (Bio and resume available in appendices.)
- **Chris Alonso** - Outreach Coordinator with 4 years of Bike Educations and over 5 years of community engagement/outreach in socioeconomically disadvantaged communities as well as Latin communities. (Resume available in appendices.)

Other Relevant IEBA Experiences and References:

1. Rialto Bike Safety Rodeo

- a. Enhancing Forward Action - Tammie Lozallo
135 W. Rialto Ave., Rialto, CA 92376
(909) 877-3332
- b. Design and establish a cycling skills development activity for kids in all ages by setting up a bike playground for the event. The Bike playground was placed on both asphalt and grass space with various ranges of incline or hill like slopes.
- c. Project Duration: 3 weeks including planning for event.

2. City of Riverside - Mayor's Family Safety Event

- a. Office Specialist - Kathy Young
3900 Main Street, Riverside, CA 92522
951-826-5551
- b. Design and establish a cycling skills development activity for kids in all ages by setting up a bike playground for the event. The Bike Playground was placed on dirty space which was utilized to create a maze for children to maneuver through as they participated in other activities such as bean bag toss along the course.
- c. Project Duration: 1 day plus planning.

3. Riverside County Public Health - Bike Ambassador Program

- a. Marsie Rosenberg Gutierrez
4065 County Circle Dr., Suite 207, Riverside, CA 92503
(951) 842-922 or MRGutierrez@rivcocha.org
- b. IEBA will conduct two (2) Bicycle Maintenance and Skills Instructor Trainings in each of the three (3) project areas for a total of six (6) trainings: City of Perris, City of Indio, and City of Jurupa Valley. IEBA will train adults to teach "IEBA's Kid's Ambassador Program". This hands-on one day training includes:
 - Setting up bicycle playground the purposes of the each obstacle
 - Bike maintenance for kids
 - How to conduct a group ride with kids Setting up a bike train
- c. Project Duration - 2 years

MVR CONSULTING - DBE/WBE/SBE

MVR Consulting (MVR) provides project management, grant services, public outreach, and interagency coordination. MVR is a California State Certified DBE owned by Martha van Rooijen who started the business in 2001.

Ms. van Rooijen works with local government agencies in the fields of transportation and land-use planning, including pedestrian, bicycle and transit projects, and writing \$16.2 million in successful Active Transportation and Safe Routes to School grants. MVR has written in total over \$100 million in successful grants with a focus on capital improvements, infrastructure and mobility. MVR is experienced in projects focusing on land use, transportation, engineering, housing, parks and recreation, environmental issue resolution, and economic development. MVR provides project management, grant writing and administration, local agency staff assistance, assessment district support, construction administration, public outreach, and community issue resolution as key services.

Ms. van Rooijen has been a project manager for high-profile public infrastructure and transportation projects within Southern California, including the City of Los Angeles, City of South Pasadena, Cathedral City and Riverside County.

The MVR team includes the following experienced staff:

- **Martha van Rooijen**, Owner of MVR and Project Manager for the Moreno Valley Safe Routes to School Program.
- **William O. Bayne, PE**, a Licensed Civil Engineer who is an experienced former City Engineer and has expertise in Active Transportation and Safe Routes to School Programs.
- **Laura Schnur**, a California State Credentialed K-12 Teacher with many years of local School District experience in the Inland Empire, including Moreno Valley Unified School District.
- **Vincent van Rooijen**, a highly qualified Computer Programmer and Apple/Android App Developer (Resumes are available in appendices)
- MVR specializes in infrastructure, transportation, parks, and community development
- MVR staff are strong communicators and excel at public outreach and stakeholder involvement
- MVR's experienced team is committed to being the most responsive and dedicated
- MVR is a proven leader
- MVR has great References

MVR CONSULTING PROJECT MANAGEMENT AND SAFE ROUTES TO SCHOOL EXPERIENCE VIA GRANTS

- \$14.7 million in Active Transportation Grants in Los Angeles County, and \$1.5 million in Safe Routes to School grants for City of Calimesa and Cathedral City, and \$320,000 in state funding for the Town of Apple Valley Legacy Trail, all which required completion of the following tasks and types of work:
 - - Project scoping, budget, work with the engineers on engineer’s estimates, conceptual plans, final plans, and project deliverables
 - Work with planning on land use, bicycle and pedestrian plans, as well as police and safety staff.
 - Community meetings for the grants, as well as prepare all forms and narrative for the grants.
 - Work with the schools, Caltrans, other agencies, and the community for Letters of Support.
 - Walkability audits or Field studies were a major part of project scoping, which would look at all the schools and assess needs to improve routes to school and this included field study as well as interaction with schools, police and other community stakeholders. We would then prioritize which projects were submitted for grant funding.
 - All grants that involved Safe Routes to School or Public Outreach and the respective contact info are listed below:

GRANTOR	GRANTEE (AGENCY)	GRANT AMOUNT	GRANT AWARD
Mojave Desert Air Quality Management District (MDAQMD)	Apple Valley Legacy Trail Non-profit Community Group Steven G. Richard, Architect Apple Valley Legacy Trail (760) 242-7993 (MVR managing Grant and Project)	\$155,850	AWARDED – 2015 Apple Valley Legacy Trail Public Education and Mobile Source Emission Reduction Program

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<p>California State Parks</p> <p>Land Water Conservation Fund and Habitat Conservation Fund (HCF)</p>	<p>Town of Apple Valley Legacy Trail Land Acquisition</p> <p>Jennifer Heim Project Manager Town of Apple Valley (760) 240-7000 x7054</p>	<p>\$160,000</p>	<p>AWARDED – 2015</p> <p>Apple Valley Legacy Trail</p> <p>Applevalleylegacytrail.org</p>
<p>Caltrans</p> <p>Active Transportation Program (ATP), Cycle 1</p>	<p>LA METRO for City of Los Angeles</p> <p>Patricia Chen Grants Manager LA METRO (213) 922-3041</p>	<p>\$14.7 million</p>	<p>AWARDED – 2014</p> <p>Multiple Pedestrian and Linkage Projects within City of Los Angeles</p>
<p>California State Parks Department</p> <p>Proposition 84 Statewide Parks Program, Round 1</p>	<p>City of Cathedral City</p> <p>John Corella, P E. City Engineer City of Cathedral City (760) 770-0360</p> <p>(MVR managing Grant)</p>	<p>\$5 million</p>	<p>AWARDED – 2010</p> <p>Whitewater Neighborhood Park</p>
<p>State of California Strategic Growth Council</p> <p>Sustainable Communities Planning Grant</p>	<p>City of San Bernardino Economic Development Agency</p> <p>Emil Marzullo, Executive Director San Bernardino EDA (909) 844-9254</p> <p>(MVR managed Grant and Project)</p>	<p>\$495,000</p>	<p>AWARDED – 2010</p> <p>San Bernardino Integrated Sustainability Community Plan</p>

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<p>Caltrans</p> <p>Safe Routes to School Program--Cycle 9</p>	<p>City of Cathedral City</p> <p>William O. Bayne, P. E. City Engineer</p> <p>City of Cathedral City (951) 218-2059</p>	<p>\$442,000</p>	<p>AWARDED – 2010</p> <p>Cathedral City Sidewalk Gap Closure and Crosswalk School Safety Project</p>
<p>Caltrans</p> <p>Safe Routes to School Program</p>	<p>City of Calimesa</p> <p>Randy Anstine, City Manager City of Calimesa (909) 795-980</p>	<p>\$895,000</p>	<p>AWARDED -- 2009</p> <p>Calimesa School Route Safety Project for the Avenue "L" Area</p>
<p>Caltrans</p> <p>Safe Routes to School Program</p>	<p>City of Cathedral City</p> <p>William O. Bayne, P. E. City Engineer</p> <p>City of Cathedral City (951) 218-2059</p>	<p>\$197,000</p>	<p>AWARDED – 2004</p> <p>Victoria Drive Safe Routes to School Project</p>

MVR CONSULTING ADDITIONAL REFERENCES

1. Emil A. Marzullo, CEO, P3 Global Solutions.....909.844.9254
2. John A. Corella, P. E., City Engineer, City of Cathedral City.....760.770.032
3. Lea Deesing, Chief Innovation Officer, City of Riverside.....951.826.5109
4. Cesar Vega, Engineer, City of Monterey Park.....323.791.6475

Attachment: Proposal from Inland Empire Biking Alliance (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

WALK 'N ROLLERS

Walk 'n Rollers is a Los Angeles based nonprofit that works with schools and communities to develop effective walk-bike to school programs. Walk 'n Rollers is a project of LACBC (Los Angeles Bicycle Coalition).

Founded by Jim Shanman in 2010, Walk 'n Rollers has earned a reputation for delivering fun, engaging and effective Safe Routes to School Programming. Walk 'n Rollers provides educational and encouragement activities including: Walk-bike to school days to Safe Routes to School Committees to community events and festival, Walk n Rollers.

Recent projects include:

- **Culver City:** 4 Year, SRTS city-wide non-infrastructure programming
- **Pico Rivera:** 2 Year SRTS non-infrastructure education and encouragement programming
- **Rails to Trails Conservancy:** Grants to develop awareness and encouragement along Ballona Creek (2014) and in Pico Rivera (2016)
- **Coca Cola** funded programs (2014-15) serving schools and communities including: Glendale, Cerritos, Palms, Del Rey, and South LA
- **Other Partners:** Metro, CicLAvia, Santa Monica, Downey, Santa Clarita, Cudahy, Senator Holly Mitchell

Jim Shanman has over five years of working on various Safe Routes to School related projects throughout Los Angeles County. From single school projects, group rides and bike rodeos to district-wide programs, Jim has brought fresh energy, enthusiasm and creativity to each project.

As founder of Walk 'n Rollers, Jim brings over 18 years of bicycle advocacy and safety education to our team. His current and ongoing role as the Culver City Unified School District's Safe Routes to School Coordinator has provided an opportunity to build a program from scratch starting in 2013, bringing together local stakeholders to create a comprehensive, city-wide SRTS program. Jim helps to organize walk and bike events at schools and community centers located in Bell, Downey, Inglewood, Lennox, Los Angeles, Pico Rivera, as well as at CicLAvia open streets events. As a League Cycling Instructor (LCI), Jim takes bicycle and pedestrian education seriously, weaving key safety messages into all aspects of Walk 'n Rollers' programming.

Prior to founding Walk 'n Rollers, Jim was owner and creative director at Asylum, a boutique graphic design and marketing studio. For nearly three decades, Asylum worked with clients of all sizes developing branding and strategic marketing programs, campaigns and projects.

D. STAFFING PLAN

Team Member Proposed Position Office Location	Yrs. doing SRTS/Bike Safety	Current Assignments	Level of Commitment	Future Avail.
Inland Empire Biking Alliance				
Cuong Trinh & Robert Neuber League Cycling Instructors (LCIs) Rancho Cucamonga, CA	4.5	CicLAvia or Los Angeles County Bike Coalition (LACBC)	5%	25%
		Smart Cycling Classes	7%	
		Other Consulting Work	3%	
		Other Municipality/Agency Work	60%	
Mark Friis Executive Director Redlands, CA	6	Rialto SRTS	5%	30%
		Education/Community Outreach	5%	
		ATP Projects	15%	
		Bike Safety Education Workshops - Riverside County Public Health	25%	
Nina Mohammed Program Director Beaumont, CA	1.5	Rialto SRTS	5%	45%
		Education/Community Outreach	5%	
		PIPP Project	10%	
		General Administration	35%	
Chris Alonso Outreach Coordinator Muscoy, CA	4	Rialto SRTS	45%	20%
		Bike Co-ops Management	20%	
		Eastside HEALzone Project	15%	
MVR Consulting (DBE)				
Martha van Rooijen, Owner, Project Manager Beaumont, CA	18	Administration, Project Oversight and Grant Management	10%	55%
		Public Outreach & Presentations	10%	
		School Walkability Audits	20%	
		School District Coordination	5%	
Laura Schnur Credentialed K-12		Public Outreach & Presentations	10%	60%
		School Walkability Audits	10%	

Attachment: Proposal from Inland Empire Biking Alliance (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

Teacher/Asst Project Mgr Beaumont, CA	15	School District Coordination	20%	
William “Bill” Bayne, PE Licensed Civil Engineer Redlands, CA	20	School Walkability Audits Presentations	20% 5%	75%
Vincent van Rooijen Programmer Beaumont, CA	5	Presentation/Public Outreach, (Note Programming Applications as needed for Web and SmartPhone App)	5%	90%
Walk ‘n Rollers				
Jim Shanman, Founder Culver City, CA	6	Culver City SRTS Program	50%	25%
		Santa Ana Bicycle Safety Education Program	10%	
		Various other SRTS-related programming	15%	

All listed team members have 100% capacity for performing the requested services per their assignments to the specific tasks indicated in the Scope of Work. Please refer to the Scope of work for which we have proposed a schedule to meet the timeframe needed to complete the requested services. The Scope of Work and the associated budget will allow the SRTS Programs team to complete items on schedule and within budget because we fully intend on beginning the groundworks of planning and scheduling all the events as early as July 2016.

E. QUALITY CONTROL & ASSURANCE

We will have several team members that will review all surveys, powerpoint material, printed material-- all materials developed for this project--for accuracy and consistency to insure compliance with all City expectations, tasks, and agreement. All material will receive the appropriate approval from Unified School Districts, participating schools, and when applicable City’s project manager to insure quality and content matches expectation prior to printing. All events will be done with accuracy and with appropriate supervision and oversight of activities by different members to the SRTS Program team. IEBA and MVR Consulting will document and provide the results of our work to the satisfaction of the City. We understand that this may include preparation of reports, or similar evidence of attainment of the Agreement objectives.

F. ADDITIONAL RELEVANT INFORMATION

This SRTS Programs team is a compilation of dedicated, hardworking nonprofits and a DBE with local government coordination and outreach experience in which all team members are vested in serving the local community - whether driven by our mission statements, or a desire to live, work, and play in the Inland Empire. Our grassroots efforts will fully leverage community engagement, and our readiness to work or partner with other local community organizations will be self-evident in the work we do.

IEBA staff have provided previously provided and will continue to provide consultation services to the City of Moreno Valley in facilitating an annual Charity Ride called Ride MoVal. Moreno Valley Parks and IEBA have worked through the local school district to encourage students to participate for low cost. The local high school provides a student leader to help coordinate volunteers with IEBA and Parks. We also have our Bike Playground out for kids to enjoy the day. Please contact Mel Alonzo at mela@moval.org. Additionally, other members of the SRTS Program Team have previously provided services to the City of Moreno Valley. A listing of such services and additional references may be provided upon request.

IEBA has a working relationship with the local bike shops to help local residents maintain their bikes properly. Contact White's Bikes, Sherry White, at wbbicycles@aol.com and Neighborhood Cyclery, Dean Benson, at dndbenson@gmail.com. IEBA will also have rides and safety classes through enrolled bike shops.

IEBA acknowledges that the we will not be allowed to add, remove, or change any subcontractors without written permission from the City.

We also acknowledge that any extra work will require prior written approval from the City.

We will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

IEBA shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least five years.

We shall comply with the Copeland Anti-Kickback Act(18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

IEBA acknowledges that Contractor is to offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

We also understand that should we enter into an agreement, this Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

G. ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

NONE.

MARK D FRIIS

PROJECT MANAGER

Redlands, CA

909-800-4322

EXPERIENCE **Founder/Executive Director:** Inland Empire Biking Alliance 2011 – present
Started non-profit for bicycle advocacy.

Project Manager : WB Powell Corona, CA 2010-2011

Multi-million dollar contracts managed for high end casework.

Project Manager: Unique Mountain Development 2007 – 2010

High end homes. Design and financial management of projects. Purchasing.

Project Manager: DeMarzo's Custom Wood Products 1989-2002,

Custom high end commercial wood shop. Managed 17 man shop including delivery logistics, installs, purchasing

EDUCATION **HIGH SCHOOL:** Mahopac HS, Mahopac, NY 1983-1985

Graduated Regent's Diploma

SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP : 2014

Safe Routes to School Coordinator Training. Riverside and San Bernardino counties

UNIVERSITY of CALIFORNIA, BERKELEY : April 2015

Bicycle Transportation: Planning, Policy, and Liability (TE-34)

PROJECTS **HIGHLAND REGIONAL CONNECTOR ATP APPLICATION :**

IEBA advised on proper project. Conducted public meetings. Application evaluation.

RIVERSIDE COUNTY PUBLIC HEALTH ATP(CYCLE 1) : 2014

Bike Ambassador Program for regional schools

SKILLS **PUBLIC SPEAKING :** Guest speaker

2014 Healthy Peoples National Conference: "Go Play in Traffic" The built environment and kids

MARKETING AND COMMUNICATIONS :

Design and publish bike/pedestrian brochures and flyers. Social media. Website design.

EVENT COORDINATOR:

Multiple riding events in the IE: Strada Rossa, Ride MoVal, Riverside Christmas Ride

Jonathan Baty - Advisor to the Board of Directors, Life Member, LCI # - 679 (Redlands)



I have led a bike centric lifestyle for most of my life (with exception of a few ridiculous years in High School). Cycling skills honed riding BMX at "Haunted" in Redlands, the Calimesa BMX track, and Larson's Hill paid dividends as I took to daily bicycle commuting full time in the Inland Empire in the early 90s. Riding the rough streets of the IE after returning from the cycling paradise of Boulder, CO where I graduated with Honors with a degree in Architectural Engineering was great base fitness conditioning for my mountain biking passion. Organizing Amory Lovins to speak to CU Boulder students on Earth Day 1990 was a galvanizing moment when I realized that just as my profession in energy efficiency was revolutionizing the built environment, so too did the bicycle and cyclists have the potential to revolutionize the efficiency of the transportation and community landscape. Upon returning to Redlands I joined the board of the Bicycle Commuter Coalition in the Inland Empire and developed and maintained a website dedicated to bicycle commuting called www.bikecommuter.com. The IEBA has brought new vitality to the cycling scene throughout the IE and I am proud to be an active life member.

Upon meeting Mark Friis, Marven Norman and John Gravois several years ago when the Inland Empire Biking Alliance (IEBA or "the Alliance") was in its infancy, I was impressed with the level of energy and commitment of its founders and leadership. It was a no-brainer to become a life member and pitch in at the local Bike BBQ and various IEBA rides. Input from experience is always welcomed in the IEBA and the rigor and thoughtfulness of the current President, Marven Norman will impress the most stalwart "vehicular cycling" proponents. I credit becoming a League Certified Cycling Instructor and learning to teach the tenants of Effective Cycling in the 1990s with enhancing my cycling abilities and chances of survival on the congested and sometimes angry roadways of Southern California. Though cyclists are guaranteed access to all roadways except those where they are specifically excluded, the addition of bicycle facilities in Redlands in recent years has been a welcome surprise. Twenty years after providing input into Redlands' original bicycle master plan it was gratifying to witness the roadway transformation created by a few judiciously placed coats of roadway paint, but we can do so much more. I credit the energy and tenacity of the Alliance with this evolution in thought throughout the IE!

Presently, Jonathan advocates for the concept of interlinked bicycle freeways to be developed in CA that will allow cyclists to travel non-stop in peloton style for long distance commuting and recreation. The Santa Ana River Trail, The San Gabriel River Trail and the LA River Trail all move cyclists non-stop up and down the watershed, what is needed now is non-stop linkages

Cuong P. Trinh

909-257-7278 | cuongphutrinh@gmail.com
about.me/ctrinh | Twitter @PedalingCuong

Objective

Create more livable places through improving sustainable community practices and transportation options.

Experience

Transportation Planner – California Department of Transportation, San Bernardino, CA 8/2015 – Present

- Write Transportation Concept Reports incorporating active transportation improvements in future system plans
- Coordinate stakeholder involvement across multiple jurisdictions and District 8 Active Transportation Committee

Hub Volunteer Coordinator/ Lead Angel – Community Arts Resources/ CicLAvia, Los Angeles, CA 9/2014 – Present

- Coordinate volunteers, event logistics and risk management for open streets events serving over 100k participants

Photographer/ Redevelopment Planning Consultant – City of San Gabriel, CA 1/2009 – Present

- Recognized by City Council for photography of “Director’s Trophy” award winning Centennial Rose Parade Float
- Survey/ photograph neighborhoods, facilitate community meetings and devise wayfinding/ placemaking strategies

Consultant – PM Consultants, Rancho Cucamonga, CA 10/2005 – Present

- Integrate IT services and computer/ photocopier repair for nonprofit, insurance and legal industry clients
- Perform detailed traffic analysis around schools; implementation of recommendations resulting in traffic mitigation
- Speak at conferences, schools and advise nonprofit/public agency staff on marketing and social media best practices

Planning Aide/ Healthy RC Active Transportation – City of Rancho Cucamonga, CA 8/2013 – 7/2015

- Conducted outreach, created marketing strategy and wrote *City Circulation Master Plan for Bicyclists & Pedestrians*
- Won *Bicycle Friendly Community* award designation for City, highlighting commitment to active transportation
- Marketed Safe Routes to School and active transportation programs across constituencies to improve public health

Environmental Services Department Intern – City of San Jose, CA 6/2011 – 1/2012

- Coordinated organic waste data analysis and “zero waste” multimedia marketing and outreach strategy

Economic Development Intern – City of Redwood City, CA 7/2010 – 6/2011

- Managed business database recoding and GIS mapping project across five city departments

Media/ Private Sector Experience

- **Photographer** – City of San Gabriel municipal events including 2013 Rose Parade® float 2009 – Present
- **Online (Digital) News Producer/ Weather Producer** – CBS Television, Los Angeles 2005 – 2008
- **Legal Assistant/ Acting Network Administrator** – Nelson and Natale LLP, Los Angeles 2003 – 2005
- **Intern** – KABC-TV and ABC News, Los Angeles 2003 – 2004
- **Reporter/ Intern Trainer** – Talk Radio News Service, Washington, DC 2003
- **Photo Editor/ Photographer/ Staff Writer** – Union Newspaper, Cal State Long Beach 1999 – 2001

Community Engagement

- **Bicycle Safety Skills Instructor** – Los Angeles County Bicycle Coalition and Bike San Gabriel Valley 2014 – Present
- **Videographer/ Committee Member** – Los Angeles County/ Pomona Valley Bicycle Coalitions 2012 – Present
- **Bicycle Ambassador/ Member** – San Francisco Bicycle Coalition 2009 – Present
- **Conference Speaker:** Advocacy and Multimodal Transportation Integration – California Bicycle Summit 2015
- **Conference Speaker:** Public Agency Social Media Involvement – California Transit Association 2013
- **Programming Board Member/ Webmaster** – Young Professionals in Transportation, Los Angeles 2012 – 2014

Relevant Skills

League Cycling Instructor Certification #5022, **Microsoft Office** (Excel, Outlook, PowerPoint, Publisher, Word); **Corel WordPerfect Office**; **Adobe Creative Suite** (Fireworks Illustrator, InDesign, Photoshop); **ArcGIS**; **SketchUp**; **QuarkXPress**; **Social Media**; **Photo/ video editing** (Final Cut Pro, iMovie); **NationBuilder/ Salesforce CRM**; **Windows/ Mac IT**

Education

- **Master in Urban and Regional Planning**, California State Polytechnic University, Pomona 2014
- **Graduate Research Assistant** of climate change policy compliance 2009
- **Bachelor of Arts in Political Science**, University of California, Irvine 2003

Nina N. Mohammed

| 909-353-4530 | iebamohd@gmail.com

Experience

Assistant Program Director

Inland Empire Biking Alliance – Redlands, CA

June 2015 - Present

- Grant writing – research and report to IEBA board of directors (BOD) opportunities for funding that will help to perpetuate IEBA's programs, and writing and submitting grant applications.
- Bicycle Education Program – attend Healthy Communities meetings, Safe Routes to School related meetings, and other networking meetings to encourage or create awareness amongst partner agencies, business, and other organization in order to utilize biking as a means of physical activity for obesity prevention and other health benefits for children, homeless youth, and other members of the community. Increase ridership through education, encouragement and outreach.
- Communications – communicate to IEBA members, the community, and potentially the media and elected officials. Includes development and distribution of emails, social media communications, and newsletters. Communications include public outreach and partnership building.
- Program administration – coordination with partner agencies, volunteers, and potentially other employees. Coordination of meetings and trainings.
- Media and events – Development and distribution of press releases or public service announcements; planning events, including securing venues, permits, donations, etc.
- Policy – partner with cities, counties, and other agencies to seek greater funding for active transportation.

Administrative Intern

City Manager and Economic Development - City of Grand Terrace

July 2014 – May 2015

- Draft staff reports, professional service agreements, Requests for Proposals (RFPs), and various other documents as needed.
- Research applicable codes and regulations, contracts, licenses, maps and other resources to provide analysis for presentations.
- Coordinate communications and prepare materials for regular and special meetings, as assigned.
- Prepare mailings and maintain records of correspondences with vendors, public agencies, and the general public.
- Create purchase orders and process invoices for payment by the Finance Department.
- Support other departments by contributing to a variety of projects, presentations, and meetings as assigned.
- Field questions from the public and the City Council, and directed email and phone communications to the appropriate staff.
- Work with several public agencies and non-profit organizations to establish various modalities of gathering public input such as creating online surveys in English and Spanish, assist in organizing, publicizing, and facilitating City Town hall meetings, and speaking at various events to encourage public participation.
- Coordinate walk-audits with Elementary and High School Principals and Staff in Grand Terrace.
 - Provided all necessary logistical and technical assistance such as walk-audit surveys, map of routes being evaluated, and breakdown of necessary number of routes to audit the two school sites.
 - Contacted and established working relationships with necessary school district representatives to get appropriate approval and participation at walk-audits.
 - Coordinated appearance of school district and city officials to create both awareness for walk-audits and media attention.
- Research, analyze, and summarize relevant data for grants such as Active Transportation Program.
- Draft and edit narrative portions for grant applications.
- Attend several meeting and workshops on behalf of the City which were utilized both for training and networking to create partnerships for the City that were needed.

Secretary (Temporary Position)

City Manager and City Clerk's Offices - City of Grand Terrace

Apr 2014 – July 2014

- Greeted visitors and served as the initial point of contact for calls to the City of Grand Terrace.
- Answered questions from the public and referred inquiries to appropriate staff members.

- Created purchase orders and processed invoices for payment by the Finance Department.
- Sorted incoming mail and distributed to appropriate departments; arranged to pick up, collect, and distribute parcels from Fed Ex, UPS, and USPS, and metered outgoing mail.
- Typed basic correspondence, memos, forms, and other documents.
- Retrieved, duplicated, scanned, distributed, and filed copies of records.
- Assisted the City Clerk with compiling, preparing, and reviewing the City Council agenda packet and meeting minutes in order to ensure the accuracy and completeness of information that is provided.

Partner & Director of Operations

Agriculture & Livestock Cooperative – Addis Ababa, Ethiopia Jan 2013 – Jun 2014

- Helped establish one of the first women run, non-profit livestock cooperatives in Ethiopia.
- Ensured adherence to local laws & regulations.
- Maintained records of all transactions, negotiations, and contracts with vendors, employees, partners, government agencies and clients.

Vice President & Member of the Board of Trustees

Hidden Gate Homeowners Assoc. – Grand Terrace, CA Jan 2012 – Jan 2013

- Reviewed ordinances, zoning regulations, and codes regarding proposed changes.
- Participated in meeting roll calls, discussion of agendas, open & closed session meetings as per the community's CC&R and by laws (similar to City council Meetings).
- Helped establish general rules and regulations by utilizing and summarizing important points of compliance within the CC&Rs and by laws.
- Participated in election process & ensured all minutes were recorded accurately.

Executive Director

College Legal Clinic, Inc. – Fullerton, CA Feb 2010 – Jun 2012

- Established monthly agenda, coordinated meetings and provided administrative & managerial services for the Board of Directors (BOD).
 - In coordination with members of the board's needs established agendas and minute templates for BOD meetings, in addition to providing sufficient notice for maximum quorum for meeting dates, times, and locations.
 - Kept all records of Agendas, minutes, attachments and other documents.
 - Made sure the board stayed compliant with the organizations' articles of incorporations and by laws.
- Served as official liaison between the Board of Directors and member schools, Associated Student Bodies, affiliated attorneys, and parties seeking relations with the Board.
 - Received all complaints, questions, and concerns which were processed and put forth for the Board's attention (via agenda and meetings).
 - Established ad hoc Board meetings for urgent/time sensitive matters.
- Created media and marketing items to promote services and recruit staff.
- Negotiated annual contracts, ran fundraising campaigns & proposed annual budget.
- Maintained tax records, State Bar certification, and internship programs with affiliated schools.
- Developed training program, supervised and evaluated staff, and provided input on intern evaluations.

Office Manager

College Legal Clinic, Inc. – Fullerton, CA Aug 2009 – Feb 2010

Started as an intern and was promoted to Manager in Dec. 2009.

- Evaluated volunteers & prepared office operation performance reports for Executive Director.
- Drafted correspondence to clients, vendors, law schools, and attorneys.
- Recruited attorneys for the consultation and referral panel.
- Managed front office & scheduled clients.
- Assisted Director with event coordination, fundraising, staff scheduling and training.

Tutor

Academic Advantage, Inc. – Los Angeles, CA Nov 2007 – Mar 2008

- Provided custom curriculum for each student based on his/her learning pace.
- Mentored at-risk students to develop an understanding of elementary math and algebra.
- Organized projects and interactive games to improve the students' verbal, vocabulary, and reading skills.

Education

California State University of Fullerton

Aug 2007 – May 2010

Bachelor of Arts (B.A.) in Political Science with 3.61 GPA, 3.19 cumulative

- Graduated Cum Laude within my Major. (Political Science Department recognition.)
- Dean's Honor List in Fall 2009.
- Took several courses on Public Administration and urban planning.

Mount San Antonio College

Aug 2004 – Jun 2007

- Completed 75 units for transfer to Cal State Fullerton.
- President's List in Fall 2004, 'Forensics' Debate Team Finalist in Spring 2006 Competition.

Skills

- Very proficient in Microsoft Word, Excel, PowerPoint, Adobe Photoshop, Acrobat, various web browsers and cloud-based solutions.
- Multi-lingual background.

Christopher Alonso

Cell Phone: (951) 880-3943

Email: cristobalonsocs@gmail.com

Highly motivated self-starter that seeks to employ my event planning/coordinating and problem solving skills in a diverse, fast-paced environment. I am a very dedicated worker with a high level of proficiency in Spanish.

Employment

- 1/16 – Present Educational Programs and Operations Intern
Inland Empire Biking Alliance, Redlands, CA**
- Assist in developing a strategy to provide services to a homeless youth resource center in Redlands.
 - Assist in publicity, marketing, and outreach for various events.
 - Assist in recruiting interns and volunteers at other schools.
 - Participate in discussions with several public sector agencies regarding initiatives like Health City and Active Transportation Program.
 - Network with job corps and re-entry programs to educate and leverage resources for recruiting volunteers.
 - Prepare marketing material, assisted in publicity for the opening of the San Bernardino Hubitat - new bike cooperative at the Rialto transit center.
- 6/14 – 12/14 Child Care Worker & Instructor
Starshine Treatment Center, San Bernardino, CA**
- Monitor and supervise youth clients in group home setting.
 - Manage the distribution and documentation of medication and meals.
 - Coordinate activities and transportation to school, legal, medical, and other appointments for clients.
 - Provide academic instruction and tutoring to clients attending high school and college.
- 11/12 – 7/14 Program Coordinator
Off da Chain Bike Project, Colton, CA**
- Coordinate volunteers, staff, and the community bike shop component of project.
 - Organize bike trainings, workshops, and bike sales.
 - Manage the collection of donated bikes, bike parts, tools, and materials.
 - Pursue grants and plan fundraisers and donation drives.
 - Create projects to help promote a bike-friendly environment in the City of Colton.
 - Guide younger members in maintaining and growing the Bike project.

RESUME: Martha van Rooijen, Owner, Project Manager**Education**

B.S. Economics, University of California, Riverside
 Post-Graduate Study, Economics, California State University, Fullerton

Special Recognition:

- United States Congressional Proclamation
- Certificate of Appreciation, Gold Line Light Rail Construction Authority
- South Pasadena City Council Proclamation
- Cathedral City Chamber of Commerce Outstanding Service Award

Professional Experience**MVR Consulting, Owner (over \$100 Million Grants Awarded to-date)**

Martha van Rooijen established MVR Consulting in 2001, providing grant writing and administration, project management, public outreach, and construction support to public agencies. MVR is a certified DBE, WBE and SBE.

- **David Evans and Associates, LA Metro Grant Services**
 \$14.7 million LA Metro Active Transportation Program Cycle 1 Grants awarded for City of Los Angeles.
- **Inland Empire Regional Broadband Consortium, Executive Director**
 Manage Regional Consortium. MVR secured \$450,000 from CPUC California Advanced Services Fund for broadband and “smart region” planning in the Inland Empire. www.iebroadband.com.
- **City of Los Angeles, Grant Services**
 Grant services—on-call. MVR wrote a \$3 million Proposition 40 grant for the 100-Acre Ascot Hills Nature Park in East Los Angeles, as well a variety of grants for parks throughout Los Angeles. Also provided grant services to the former Los Angeles Community Redevelopment Agency.
- **City of Cathedral City, Project Management, Grant Services and Construction Support**
 Heritage Park Manager, grant writing, project mgmt, public outreach and construction support. \$18 million of grants including \$5 million State Parks Prop 84 Grant. Managed \$64 million Cove neighborhood sewer, street, water, and storm drain project (2007 League of California Cities Helen Putnam Grand Prize).
- **San Bernardino Valley Municipal Water District (SBVMWD)**
 \$5 million Prop 84 State Parks Grant for the “E” Street Park in San Bernardino.
- **City of Calimesa, Grant Services**
 Grant services—on call. MVR wrote \$485,000 EPA Calimesa Creek Storm Drain Improvements Grant, SCAG Compass Blueprint award for the Calimesa Creek Master Plan, \$895,000 Caltrans Safe Routes to School Grant joint project with Yucaipa, and \$352,000 Sustainable Communities Grant.

City of South Pasadena, Transportation Manager

Metro Gold Line Light Rail Project Manager. Appointed member to the Gold Line Technical Advisory Committee (TAC). Provided community issue and design resolution, as well as construction oversight.

City of Cathedral City, Special Projects Manager and Senior Planner

Managed City Planning Department and \$17 million downtown streetscape and infrastructure project.

Riverside County Transportation and Land Management Agency, Senior Transportation Planner

Managed federal and state environmental process for county infrastructure projects, Caltrans, RCTC, and WRCOG Liaison, represented County at regional meetings, and developed large-scale community plans.

City Of Colton, Associate Planner

CDBG grant administration for the City and designated City's Historic Preservation Officer. Provided land-use planning and created City's first GIS mapping program with San Bernardino County.

RESUME: William O. Bayne, P.E. Civil Engineer

Registered Civil Engineer in California, Washington & Oregon

California Professional License No. 18282

- CAL OES Safety Assessment Engineer, appointed by the Governor’s Office of Emergency Services
- Utilities and Public Works Commissioner, City of Redlands (Appointed 2014-2018 Term)

Education

B.S.C.E., Civil Engineering, Washington State University

Accomplishments:

- Managed over \$300 Million in infrastructure and assessment district projects for Cathedral City
- Provided technical engineering oversight for Gold Line Light Rail in South Pasadena
- Managed construction for restoring South Pasadena’s historic Greene and Greene Oaklawn Bridge
- Supervised the design and construction of the first low-head hydropower pump system in the western United States as part of the dam rehabilitation and reservoir for Hydaburg, Alaska
- Managed \$80 million Shanghai elevated expressway improvements
- Prepared contract documents and engineering plans for Saudi Arabia Riyadh water system expansion
- Responsible for the first deep water precast/pre-stressed concrete fishing pier in Puget Sound, WA
- Prepared “Projected Life-Cycle Costs” report for the federal MX Missile project road system
- Created structural sizing and cost analysis for the Boeing Company elevated train system

Professional Registered Civil Engineer skilled in the following:

- Federal, state and local grant management
- Program and project budget preparation
- City Engineer Services
- Public facilities and infrastructure planning, design, construction management and maintenance, including freeway and interchanges, bridge structures, sound and retaining walls, railroad crossings, grade separations, commuter rail, marina and piers, schools, parks, special structures, solar projects, storm drain systems, water reservoirs, water treatment plants, sewer systems, water lines, street modifications and traffic signalization
- Capital Improvement Project administration
- Personnel and office management

Professional Experience:

CONSULTING CIVIL ENGINEER, Inland Empire Regional Broadband Consortium (Ongoing)

CITY ENGINEER, City of Cathedral City, 1997 - 2011

- Prepare and sign engineering plans and documents.
- Oversee engineering, design, and funding for capital improvement projects.
- Administer bid packages, pre-bid conferences, contract negotiation and project change orders
- Coordinate assessment district formation
- Manage construction and professional services contracts
- Provide and recommend conditions of approval for development proposals.
- Represent city at regional, state and federal engineering meetings.

ADDITIONAL ENGINEERING POSITIONS:

Interim City Engineer, City of San Bernardino	Senior Engineer for Structures, PEI/Straam
Regional Engineering Manager, RBF Consulting	Division Manager, Willdan
Sr. Engineering Manager, VCE Engineering	Engineering Manager, Reid Middleton Assoc.
Regional Manager, Dokken Engineering	Bridge & Highway Engineer, County of Ventura
City Engineer, City of Kelso, Washington	Highway Engineer, State of Washington

RESUME: Laura Schnur, Assistant Project Manager/Outreach**Professional Experience:****MVR Consulting, Assistant Project Manager/Outreach**

Laura Schnur is a skilled professional with local Southern California government experience and excellent organizational and project management skills. Ms. Schnur provides project support, coordination, grant writing, administration support, community outreach, budget administration and operations management.

Ms. Schnur is a credentialed teacher in the State of California and a former art studio owner in the City of Redlands. She also has experience as an operations manager for a general contracting business in the Inland Empire, has public works experience and has been a program analyst for local public agencies as well as a Legislative Assistant in Washington, DC.

Ms. Schnur is creative, motivated and is an experienced fundraiser for both government and non-profits. Her experience, excellent communication skills and positive outlook make her a valuable asset to managing projects and creating successful grant applications.

Credentialed Teaching Assignments, San Bernardino and Riverside County Schools (2012 – Present)**Ceramic Art Studio, Redlands, California (2006 to 2009)**

Ms. Schnur was the owner and operator of a retail ceramic art studio in Redlands. Ms. Schnur turned a new undeveloped retail space into a high-end creative community art entertainment center. In addition to providing excellent customer service, handling fiscal operations and managing a full staff, she provided opportunities for community fundraising, special events, school programs, summer youth programs and art education classes.

San Bernardino Joint Unified School District, K- 12 Credentialed Teacher (1991 to 2002)

K -12 Multiple Subject Credentialed Teacher.

Schnur Construction, Yucaipa, California, Project and Construction Manager (1990 to 2011)

Project and construction management for a State Licensed General Contractor.

City of Fontana, Program Analyst (1990)

Program and administrative support for the City of Fontana engineering and public works projects.

Washington, DC., Legislative Assistant (1988)

Legislative Assistant providing congressional support for Congressman George Brown, Jr., 42nd District, Chair of the House Science and Technology Committee.

Education:

State of California K-12 Multiple Subject Teaching Credential

B.A. International Relations, The University of Redlands, California

Post-Graduate Study, International Relations, Northeastern University, Boston, Massachusetts

Credential Courses & CA State CLAD Certification (Cross-Cultural Language and Academic Development)

Member Organizations:

Redlands Chamber of Commerce

RESUME: Vincent van Rooijen, Programmer and App Developer

Education:

M.S., Electrical Engineering, Delft University of Technology, The Netherlands
Certificate, Geographic Information Systems (GIS) -- California Polytechnic University, Pomona

Programming Certifications:

- Apple iPhone Developer
- Microsoft Programming
- SQL Server Administrator
- Visual Basic and Java Programmer
- Flash MX Developer
- Certified GIS Programmer

Programming Languages and Software:

Mobile Software: Apple iOS, Android, HTML5 Windows CE
Languages: Java, Visual Basic, ASP, HTML, JavaScript
Databases: SQL Server, Microsoft Access
Operating Systems: Windows Server, Windows Professional
Tools & Software: IIS, Visual Studio
GIS: ArcInfo/ArcView/ArcIMS/ArcExplorer

Partner Programs

- Apple iPhone Developer Program Member
- Microsoft Partner Program Member
- Los Angeles County RIITS Provider

Languages

Fluent in English, Dutch and German

Professional Experience

MVR Consulting, Programmer and App Developer

Vincent provides programming, database management, Apple iPhone and Android apps, mobile sites, web development, and content management. He also provides grant writing, technical support and QA/QC.

- **California Theatre of the Performing Arts Website, Mobile and iPhone App:**
www.californiatheatre.net
- **Inland Empire Regional Broadband (IERB) Consortium Website:** www.iebroadband.com
- **Pavement Management System (PMS) with GIS Integration**
Created PMS for public agencies to keep track of pavement conditions to plan and budget street maintenance. Designed PMS database using Microsoft Access, with the option for GIS integration.
- **Public Works Construction Management and Inspection Program**
Created a Public Works Construction Management and Inspection Software System to provide forms and reports to be used in the field and office environment for construction projects.

eLogic Corporation, Senior Web Programmer, Los Angeles, CA

Provided programming and software testing for eLogic (now Reed Elsevier), which offered services to a clients including The Washington Post, UBL.com, CNET, and the Getty Museum.

Methodata, Software & Programming Consultant, Maarssen, The Netherlands

Designed Intranet site and provided database management for Royal Dutch Airlines (KLM). Designed and coded a budgeting system for grocery chain Albert Heijn (1,100 stores).

Elektrizitätswerk der Stadt Zürich. Electricity Company of Zürich, Switzerland

Internship: Practical training abroad. Produced electrical drawings for a hydro-electric power station.

10/11- 11/12

**SES Program Analyst
THINK Together, Inland Empire, CA**

- Collaborate with Categorical Programs of various school districts to provide Supplemental Educational Services (SES) instruction at multiple sites in Rialto, Redlands, and Moreno Valley School Districts.
- Administer monthly billing of school districts for SES instructional services.
- Coordinate with THINK Together Quality Assurances Coaches, Site Coordinators, Schools, and SES instructors to make sure SES program ran smoothly.
- Assess new students by gathering attendance, progress reports, schedules, and communicating with parents.
- Inform Spanish and English speaking parents about THINK Together's various programs at SES provider fairs.
- Supervise SES Instructors to ensure hours, lesson plans and district documents were in order.

1/11-6/11

**Born Learning Specialist
Arrowhead United Way, San Bernardino, CA**

- Present the Born Learning Program to multiple agencies in San Bernardino.
- Develop and present bilingual educational workshops to parents and caregivers.
- Conduct follow up calls with clients and generate reports.
- Organize the construction of the first Born Learning Trails in the Inland Empire.

2/07- 12/09

**Bilingual Learning Assistant
Santa Cruz County of Education
Gault Elementary School, Santa Cruz, CA**

- Assist newcomer students, as well as English Learners with coursework and classroom instruction in Spanish and English in grades K-5.
- Help instructors with various classroom responsibilities, such as conducting test, grading assignments, and helping to plan lessons.
- Provide translation during parent / teacher meetings

9/08 – 12/09

**Shop Coordinator
Watsonville Bike Shack Project , Watsonville, CA**

- Manage a community bike shop, as well as a volunteer and paid staff of local youth ages 13-18.
- Organize bike trainings, workshops and bike sales.
- Work with youth to develop and implement projects and activities in the community of Watsonville to encourage a bike friendly environment.

6/06-8/07

**Residential Assistant/ Advisor
Monterey County Office of Education,
Migrant Education *Nuevos Horizontes***

- Implemented trust and team building activities with at-risk youth during residential summer program, including Ropes Course, one on one talks, and group talks.

- Provide instruction in the PASS program, CAHSEE, GED preparation, and additional tutoring to students
- Mentor participants and plan various enrichment activities and field trips.

**11/05 – 6/06 Bilingual Tutor/ Teacher Assistant
Aptos High School, Aptos CA**

- Provide educational instruction and translation to high school migrant students in various subject matters.
- Coordinate and translated meetings between teachers and parents.

**6/06 – 8/06 Instructor
California Mini-Corps Migrant Outdoor Education Program**

- Develop and teach lessons to 1st – 5th grade students in an outdoor setting.
- Supervise up to 100 students at various overnight campsites.
- Organize hikes, meals, enrichment and recreational outdoor activities.

Education

9/2012 – Present University of La Verne, La Verne, CA

- Major: Political Science and Sociology
- Coursework in Urban Development and Community Sustainability
- Coordinator/ organizer of Education through Activism & Graffiti (ETAG).
- Scheduled to receive BA Fall 2016

9/2005 – 7/2009 Cabrillo College, Aptos, CA

- Major: Political Science and Sociology
- Coursework in Politics and Sociology

9/2006 – 12/2006 Universidad Autonoma Metropolitana de Xichimilco, Mexico

- Graduate level course work in Spanish in the fields of Political Science, History and Sociology to study the affects of social movements and organizations with regards to FREE Trade policies and U.S. Foreign policy in Mexico.
- Course work focused on the Political, Sociological, Economical, Cultural and Ethnic make up of Mexico.
- Language courses in both Spanish and indigenous language Tzotzil

Community

1/14 – Present Volunteer, Mother Earth Community Garden, Colton, CA

- Responsible for soliciting donations, materials, tools, plants.
- Organize work and clean up days around garden.
- Coordinate Do-it-Yourself (DIY) building projects.

*Additional community involvement listings can be provided upon request.

that run East/West akin to the 405, 5, 60, 10 and 210 freeways. Adventurous riders in LA had a valid point when they took to the freeways in gridlock to illustrate a bicycle is actually faster than gridlocked traffic 10 years ago. Jonathan is an executive for an energy efficiency company for his day job but is committed to assist in any way with consulting and advocacy for better cycling and infrastructure throughout California. The bicycle being the most efficient and friendly mode of transportation is a natural fit for the present and future and Jonathan "walks and rides the talk".



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E. Public Works Director/City Engineer

AGENDA DATE: July 9, 2013

TITLE: AUTHORIZATION OF GRANT APPLICATION SUBMITTALS FOR CYCLE 6 OF THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

RECOMMENDED ACTION

Recommendation:

1. Authorize the submittal of grant applications for Cycle 6 of the Highway Safety Improvement Program (HSIP).

BACKGROUND

On April 29, 2013, Caltrans published the Call for Projects for the sixth cycle of the HSIP. Approximately \$150 million will be allocated under this program. The grant applications are due Friday, July 26, 2013.

DISCUSSION

HSIP eligible projects must enhance roadway safety and be consistent with California's Strategic Highway Safety Plan (SHSP). Projects will be prioritized in descending order, statewide, using a benefit/cost (B/C) ratio comparison.

Staff recommends submittal of the following project applications in response to the call for projects:

1. *Improvements at Alessandro Boulevard/Chagall Court and Alessandro Boulevard/Graham Street.* This project would provide safety improvements at two intersections located within a quarter-mile of each other. At Alessandro Boulevard and Chagall Court, the raised median would be modified to preclude left turns. At Alessandro Boulevard and Graham Street, the traffic signal would be modified to eliminate median-mounted traffic signal indications, eliminate the eastbound free right-turn lane, and provide dilemma zone detection to reduce rear-end collisions.
2. *Cross gutter removal and traffic signal improvements at Perris Boulevard and Cactus Avenue.* This project would remove the cross gutters at Perris Boulevard and Cactus Avenue, and provide advanced dilemma-zone protection for the intersection to reduce rear-end collisions.
3. *Citywide pedestrian countdown indications, pushbuttons, and Safe Routes to School program.* This project would fund the procurement and installation of pedestrian countdown indications for all signalized intersections not already so equipped, would furnish ADA-compatible pushbuttons with the proper placards to match the countdown indications, and would fund a program to encourage walking to school for a two-year period.

City staff requests authorization of the proposed applications pursuant to the City's grant policy.

ALTERNATIVES

1. Authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP) as shown. *This alternative will provide for potential federal funding of the proposed improvements.*
2. Do not authorize the submittal of grant applications for the Highway Safety Improvement Program (HSIP). *This alternative will not provide for the funding opportunity for the proposed improvements.*

FISCAL IMPACT

Caltrans is soliciting applications for the sixth cycle of HSIP. The maximum federal reimbursement ratio for any HSIP project is 90% with a maximum reimbursement of \$1.5 million per project.

The total estimated cost for the proposed HSIP projects is \$2,130,000. The applications, if successful, would require match funding in the amount of \$213,000. The City could receive a maximum of \$1,917,000 in reimbursement for approved projects under the

HSIP. Dedicated funding sources, including Measure A, DIF Arterials, or Gas Tax, would be used for the local match. There would be no impact to the General Fund.

Improvements at Alessandro Boulevard/Chagall Street and Alessandro Boulevard/Graham Street:

ESTIMATED PROJECT REVENUE

HSIP Cycle 6 Application	\$618,300
City Participation*	\$68,700
Total Project Budget	\$687,000

*—City Funding Source would be Measure A, DIF Arterials, or Gas Tax

ESTIMATED PROJECT COSTS

Design	\$104,000
Construction & Construction Administration	\$583,000
Estimated Total Project Cost	\$687,000

Cross Gutter Removals and Traffic Signal Improvements at Perris Boulevard and Cactus Avenue:

ESTIMATED PROJECT REVENUE

HSIP Cycle 6 Application	\$740,700
City Participation*	\$82,300
Total Project Budget	\$823,000

*—City Funding Source would be Measure A, DIF Arterials, or Gas Tax

ESTIMATED PROJECT COSTS

Design	\$86,000
Construction & Construction Administration	\$737,000
Estimated Total Project Cost	\$823,000

Citywide Pedestrian Countdown Indications, Pushbuttons, and Safe Routes to School Program

ESTIMATED PROJECT REVENUE

HSIP Cycle 6 Application	\$558,000
City Participation*	\$62,000
Total Project Budget	\$620,000

*—City Funding Source would be Measure A, DIF Arterials, or Gas Tax

ESTIMATED PROJECT COSTS

Preparation of Bid Documents for Countdown Indications	\$30,000
Construction & Construction Administration	\$215,000
Safe Routes to School Program	\$375,000
Estimated Total Project Cost	\$620,000

Attachment: Staff report July 2013 HSIP Grant Application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION

Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential city services, regardless of economic climate.

PUBLIC SAFETY

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

PUBLIC FACILITIES AND CAPITAL PROJECTS

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

Caltrans has announced a call for the Highway Safety Improvement Program. Staff is requesting authorization to submit the recommended projects as part of Public Works' aggressive pursuit of outside funding to improve the safety and efficiency of Moreno Valley's transportation system.

ATTACHMENTS/EXHIBITS

Attachment 1 - Grant Cost/Benefit Worksheet

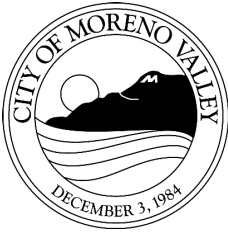
Prepared By:
John Kerenyi, P.E.
Senior Engineer

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

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

Attachment: Staff report July 2013 HSIP Grant Application (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL



APPROVALS	
BUDGET OFFICER	<i>me</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>d</i>

Report to City Council

TO: Mayor and City Council

FROM: Ahmad R. Ansari, P.E., Public Works Director/City Engineer

AGENDA DATE: April 8, 2014

TITLE: ACCEPTANCE OF CYCLE 6 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT AND FUNDING APPROPRIATION FOR CITYWIDE PEDESTRIAN COUNTDOWN SIGNAL HEAD IMPROVEMENTS PROJECT NO. 808 0014 70 76 AND SAFE ROUTE TO SCHOOL PUBLIC OUTREACH PROGRAM PROJECT NO. 801 0056 70 76

RECOMMENDED ACTION

Recommendations:

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 6 grant award of up to \$440,300 in funds for the Citywide Pedestrian Countdown Signal Head Improvements Project with a City match of \$49,100, as well as up to \$375,800 in funds for the Safe Route to School Public Outreach Program with a City match of \$41,800.
2. Authorize the Chief Financial Officer to appropriate \$440,300 as revenue and expense in DIF Traffic Signal Capital Project Fund (Fund 3302), and the \$49,100 local match requirement as expense in the DIF Traffic Signal Capital Project Fund (Fund 3302) for the Citywide Pedestrian Countdown Signal Head Improvements Project, as well as \$375,800 as revenue and expense in the Capital Projects Reimbursements Fund (Fund 3008), and the \$41,800 local match requirement as expense in the Measure A Fund (Fund 2001).
3. Amend the Fiscal Year 13/14 Adopted Capital Improvement Plan to include the Citywide Pedestrian Countdown Signal Head Improvements Project as well as the Safe Route to School Public Outreach Program as funded projects.

SUMMARY

This report requests City Council to accept the \$816,100 HSIP grant award from Caltrans, appropriate funds for the Citywide Pedestrian Countdown Signal Head Improvements and Safe Route to School Public Outreach Program Projects, and amend the Fiscal Year 13/14 Adopted Capital Improvement Plan to include these projects.

DISCUSSION

The Highway Safety Improvement Program was established in 2005 by Federal law as a core Federal-aid program. The overall purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads through the implementation of infrastructure-related highway safety improvements and non-infrastructure programs such as Safe Routes to School. Eligible expenditures for this competitive grant program are limited to preliminary engineering, right of way acquisition, construction, reconstruction, and programs that meet eligibility criteria.

At the July 9, 2013 City Council meeting, City Council approved the submittal of the grant application for the Cycle 6 HSIP. On November 18, 2013, Caltrans notified the City of their successful grant application for these projects in the amount of \$816,100 (90% of the estimated project costs). The projects are not currently listed in the Fiscal Year 13/14 Capital Improvement Plan and are currently unfunded.

These projects will fund the following:

- Procurement and installation of pedestrian countdown indications for approximately 113 signalized intersections not already so equipped,
- Furnish ADA-compatible pushbuttons with the proper placards to match the countdown indications, and
- Fund a Safe Route to School program for 28 schools to encourage walking to school for a one-year period. Funds shall be utilized to retain a contractor to perform workshops, conduct walkability audits, revise existing suggested route to school maps, recruit and organize volunteers, schedule and perform walking events, hold bicycle rodeo, and prepare documentation.

Per the provisions of the HSIP grant, the City is required to use its own funds to implement the project and then receive reimbursement progress payments.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the City to receive the Cycle 6 HSIP reimbursement for these projects and construct the improvements and implement the program*

- 2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will prohibit the City from receiving the Cycle 6 HSIP reimbursement for these projects and defer improvements and program until a later date*

FISCAL IMPACT

The Cycle 6 HSIP grant for the Citywide Pedestrian Countdown Signal Head Improvements will provide for reimbursement of up to \$440,300 (90% of project costs). The City will provide a local match of \$49,100, the total estimated cost to the City upon reimbursement by Caltrans. Staff is requesting the City Council to approve the \$440,300 appropriation of DIF Traffic Signal Capital Project funds (Fund 3302) and \$49,100 of DIF Traffic Signal Capital Project funds (Fund 3302) for the design and construction phase of this project. These funds can only be used for transportation related improvements. **There is no impact to the General Fund.**

Citywide Pedestrian Countdown Signal Head Improvements Proposed Appropriation for Fiscal Year 2013/2014:

Category	Fund	Project Number (PN) GL Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	DIF Traffic Signal Capital Project (3302)	GL – 3302-99-99-93302-482020	Rev	\$895,000	\$440,300	\$1,335,300
CIP	DIF Traffic Signal Capital Project (3302)	GL – 3302-70-76-80008-720199 PN – 808 0014 70 76-3302-99	Exp	\$1,908,478 \$0	\$489,400 \$489,400	\$2,397,878 \$489,400

PROPOSED PROJECT BUDGET:

Proposed DIF Traffic Signal Capital Project Appropriation
 (Account No. 3302-70-76-80008) (Project No. 808 0014 70 77-3302)..... \$440,300
 Proposed DIF Traffic Signal Capital Project Appropriation
 (Account No. 3302-70-76-80008) (Project No. 808 0014 70 76-3302)..... \$49,100
 Total \$489,400

ESTIMATED PROJECT COSTS:

Design \$50,000
 Construction \$382,100
 Construction Engineering \$37,300
 Project Administration \$20,000
 Total \$489,400

ANTICIPATED PROJECT SCHEDULE:

Receive Caltrans Authorization for Design.....June 2014
 Complete Design.....December 2015
 Receive Caltrans Authorization for Construction.....May 2016
 Complete Construction..... February 2018

The Citywide Pedestrian Countdown Signal Head Improvements schedule is based upon necessary authorizations from Caltrans, required procurement and bidding

Attachment: Staff report April 2014 Accept HSIP Grant (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

procedures due to the Federal grant funding, the amount of time anticipated to install the new equipment at 113 intersections, and project close-out per Federal requirements.

The Cycle 6 HSIP grant for the Safe Route to School Public Outreach Program will provide for reimbursement of up to \$375,800 (90% of project costs). The City will provide a local match of \$41,800, the total estimated cost to the City upon reimbursement by Caltrans. Staff is requesting the City Council to approve the \$375,800 appropriation of Capital Projects Reimbursements funds (Fund 3008) and \$41,800 of Measure A funds (Fund 2001) for the implementation of this program. These funds can only be used for transportation related improvements. **There is no impact to the General Fund.**

Safe Route to School Public Outreach Program Proposed Appropriation for Fiscal Year 2013/2014:

Category	Fund	Project Number (PN) GL Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	Capital Projects Reimbursements (3008)	GL – 3008-99-99-93008-482020	Rev	\$6,100,000	\$375,800	\$6,475,800
CIP	Capital Projects Reimbursements (3008)	GL – 3008-70-76-80001-720199 PN – 801 0056 70 76-3008-99	Exp	\$0 \$0	\$375,800 \$375,800	\$375,000 \$375,800
CIP	Measure A (2001)	GL – 2001-70-76-80001-720199 PN – 801 0056 70 76-2001-99	Exp	\$329,162 \$0	\$41,800 \$41,800	\$370,962 \$41,800

PROPOSED PROJECT BUDGET:

Proposed Capital Projects Reimbursements Appropriation (Account No. 3008-70-76-80001) (Project No. 801 0056 70 76-3008).....	\$375,800
Proposed Measure A Appropriation (Account No. 2001-70-76-80001) (Project No. 801 0056 70 76-3002).....	\$41,800
Total	\$417,600

ESTIMATED PROJECT COSTS:

Staff Time	\$58,300
Equipment	\$10,000
Contractual Services	\$326,400
Supplies/Materials	\$2,900
Other Direct Costs	\$20,000
Total	\$417,600

ANTICIPATED PROJECT SCHEDULE:

Receive Caltrans Authorization to Proceed	May 2014
Complete Program	August 2015

Attachment: Staff report April 2014 Accept HSIP Grant (2127 : AUTHORIZATION TO AWARD CONTRACT FOR SAFE ROUTES TO SCHOOL

CITY COUNCIL GOALS

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PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Prepared By:
Michael Lloyd
Senior Engineer, P.E.

Department Head Approval:
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer



Report to City Council

TO: Mayor and City Council

FROM: Joel Ontiveros, Chief of Police

AGENDA DATE: July 5, 2016

TITLE: CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX LABORATORIES FOR \$110,000 IN FY16/17

RECOMMENDED ACTION

Recommendation:

1. Authorize the Moreno Valley Police Department to execute a Purchase Order to Bio-Tox Laboratories, 1965 Chicago Ave. #C, Riverside, CA 92507, for an amount not to exceed \$110,000.

SUMMARY

The County of Riverside contracts with Bio-Tox Laboratories for toxicology testing services, to include both blood and urine. The City of Moreno Valley participates in this contract. Pursuant to 3.12.260, Materials, supplies and equipment—Cooperative purchasing. Where advantageous for the City and to the extent consistent with state law, the City Manager may authorize the Financial & Administrative Services Director or the Purchasing Manager to purchase supplies, materials, equipment or contractual services through legal, competitively awarded contracts with or of other governmental jurisdictions or public agencies, including California Multiple Award Schedules (CMAS) commonly referred to as “piggybacking,” without further contracting, solicitation or formal bidding as described in this chapter”. (Ord. 624 § 1.7, 2003: Ord. 587 § 2.1 (part), 2001).

Over the last few years, the Moreno Valley Police Department has had a substantial increase in the number of Bio-Tox Laboratories for toxicology tests. This increase is partially due to increased DUI enforcement; however, toxicology testing has become more frequent in other types of investigations like fatal collisions, child endangerment,

sexual assaults, suspicious deaths, substance abuse and employee exposure to blood-borne pathogens.

DISCUSSION

Bio-Tox Laboratories collects samples of both blood and urine. A sample sent to Bio-Tox may be tested for multiple drugs and/or alcohol. Based on the type of drug(s) located, an additional test is then conducted to confirm each drug's presence and quantity. Alcohol tests range from \$39-\$95/per test and drug tests range from \$19-\$195/per test. Multiple tests are often conducted on each submitted sample. We anticipate that the charges for FY16/17 for Bio-Tox Laboratories will be approximately \$110,000, due to the increase of toxicology testing.

ALTERNATIVES

The City Council has the following alternatives:

- 1) Authorize the Moreno Valley Police Department to execute a purchase order to Bio-Tox Laboratories for \$110,000. **Staff recommends this alternative as it will continue to allow toxicology testing to be conducted.**
- 2) Not authorize the Moreno Valley Police Department to execute a purchase order to Bio-Tox Laboratories for \$110,000. **Staff does not recommend this alternative as it could negatively impact investigation services provided by the Police Department.**

FISCAL IMPACT

Funds are available in the FY 16/17 budget of the Police Department for this proposed purchase of \$110,000 to Bio-Tox Laboratories as this was a routine and anticipated expenditure. No additional appropriation is being requested from the General Fund.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Zach Hall
Lieutenant

Department Head Approval:
Joel Ontiveros
Chief of Police

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

ATTACHMENTS

- 1. Bio-Tox Contract_Riverside Sheriff_2013 - Copy
- 2. FY16-17_Bio-Tox Contract_Pending Approval
- 3. FY16-17_Bio-Tox Certificate of Liability Insurance

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/21/16 1:47 PM
City Attorney Approval	<u>✓ Approved</u>	6/21/16 1:29 PM
City Manager Approval	<u>✓ Approved</u>	6/23/16 1:54 PM

PROFESSIONAL SERVICE AGREEMENT

for

TOXICOLOGY TESTING SERVICES

between

COUNTY OF RIVERSIDE

and

BIO-TOX LABORATORIES



Attachment: Bio-Tox Contract_Riverside Sheriff_2013 - Copy (2176 : CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX

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Attachment: Bio-Tox Contract_Riverside Sheriff_2013 - Copy (2176 : CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX

This Agreement, made and entered into this 23 day of April, 2013, by and between Bio-Tox Laboratories, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of 3 pages at the prices stated in Exhibit B, Payment Provisions (4 pages).

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit I. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through April 22, 2014, with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$510,000.00 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff Department, Fiscal Department
4080 Lemon Street
Riverside, CA 92502

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number SHARC-96148-001-3/14; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the

CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. **Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to the Riverside County Sheriff's Department, Riverside Police Department and Corona Police

Department only. It is understood that each entity shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR. COUNTY shall in no way be responsible to the CONTRACTOR for Riverside Police Department or Corona Police Department purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq) the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall

promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
Attn: James P. Hewett JD/MBA
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Bio-Tox Laboratories
Attn: Tracey Stangarone
1965 Chicago Ave. #C
Riverside, CA 92507

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract

has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

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

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

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

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single

limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

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

22.6 General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or

reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

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23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY:

County Administration Center
4080 Lemon St., 4th Floor
Riverside, CA 92501
Board of Supervisors

Signature: *John J. Benoit*

Print Name: John J. Benoit

Title: Chairman of the Board of Supervisors

Dated: APR 23 2013

CONTRACTOR:

Bio-Tox Laboratories
1965 Chicago Ave. #C
Riverside, CA 92507
Tracey Stangarone

Signature: *Tracey Stangarone*
for

Print Name: Tracey Stangarone

Title: Business Manager / President

Dated: 3/26/13

FORM APPROVED COUNTY COUNSEL

BY: *Neal R. Kipnis* DATE: *3/26/13*

ATTEST:

KECIA HARRER-IHEM, Clerk

By: *Kecia Harrer-Ihem*
DEPUTY

EXHIBIT A SCOPE OF SERVICE

Scope of Services

1.0 Response Time: Contractor will provide an acceptable response time from notification that a specimen is ready for pickup. Preliminary drug screening results should be available within 24 to 48 hours after pick up, followed by confirmation testing of presumptive positive screened results. "Stat" sample testing will be completed in 24 hours or less. Delivery/postmark if mailing of a final report, is to be no longer than (3) three working days (working days are 8:00 am to 5:00 pm, Monday through Friday). Final laboratory reports are to be delivered to the requesting agency. The laboratory shall be appropriately staffed to allow for STAT drug testing when requested by the agency.

2.0 Licenses & Certification:

- a. Qualifications of the lab director should include being licensed by the California Department of Health Services as a Supervising Clinical Toxicologist or a Board Certified Forensic Toxicologist;
- b. Supervisors of analyst must be licensed by the California Department of Health Services in Clinical Toxicology;
- c. It is recommended that the laboratory meet the Scientific and Technical Guidelines, and Standards for Certification of Laboratories engaged in urine drug testing for Federal agencies. The laboratory must be accredited in Forensic Toxicology by the American Board of Forensic Toxicology (ABFT).

3.0 Experience: Suppliers and agents of Contractor must be familiar with the handling of evidence and the proper protocol for documenting and maintaining the correct chain of evidence. All aspects of testing must be appropriately documented. The documentation will include personnel files on analysts, supervisors, directors and all persons with access to specimens; chain of custody documents; quality assurance/control records; all test data; performance on proficiency testing can be accomplished and there is no deterioration of these items of evidence.

4.0 Expert Witness: The County of Riverside reserves the right to request replacement of any professional during the life of this agreement that is found to be unacceptable to the Court. Contractor shall provide analysts and expert witnesses that have previously been established in court proceedings by judges and attorneys. Coroner Review consultations shall be provided by toxicologists familiar with post mortem cases and work in conjunction with coroner staff when additional investigative measures are warranted.

5.0 Testing Procedures:

- a. Testing must consist of the screening of appropriate bodily liquids (e.g., blood, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, muscle) for the presence or absence of drugs, followed by confirmation of the amounts of drugs by a second procedure based on a different chemical principle.
- b. Initial screening can be done by Enzyme Multiplied Immunoassay Test (EMIT) or Radioactive Immunoassay Test (RIA); however, only gas chromatography/mass spectroscopy will be considered acceptable for conformation testing (thin layer

- chromatography is unacceptable). Examples of drug panels, which may be required for testing, are noted in Exhibit B - Payment Provisions.
- c. Procedures for testing samples will include screening techniques such as Immunoassay Elisa kits, used in conjunction with Tecan instrumentation. The assays are used to determine the presence of a parent molecule and/or metabolite of drugs of abuse in forensic samples such as whole blood, serum, plasma, urine, and/or tissues.
 - d. Contractor may also use Liquid Chromatography/Mass Spectrometry/Mass Spectrometry (LC/MS/MS) analytical equipment for detecting the presence of drugs. Confirmation analysis will consist of LC/MS/MS. The second MS denotes tandem Mass Spectrometry, an additional separation step. LC/MS/MS will be used to provide quantitative results in most cases. In an effort to provide optimum result accuracy and efficiency, Contractor may enhance analytical methods to include new equipment and procedures.
 - e. Contractor may utilize one or more secondary toxicology laboratories for forensic testing of substances not provided by the primary laboratory (Send out or other reference laboratory).
 - f. The secondary facility shall conform to the license and certification requirements of the primary laboratory. Analysis not performed by Contractor may be sent to a secondary toxicology laboratory whereby Contractor acts as a pass-through laboratory for convenience to the Sheriff Department.
 - g. Contractor has existing accounts with reference laboratories and will handle the sample packaging and shipping once in house testing has been completed. Contractor will accept the routine billing and payment responsibilities for these tests and pass through the results from the specified laboratory. Fees for these services will be billed accordingly during monthly invoice cycles.
 - h. Chain of custody will be maintained by Contractor until the point of shipping, at which time the chain of custody is transferred to the reference lab. Reference lab will maintain chain of custody and provide the sample return upon request.

6.0 Locations: Locations where the lab may expect to obtain specimens from however, this is not to be considered a complete list. It is only a representation of the major places that were used in the past.

- o *Riverside County Sheriff-Coroner Forensic Center West, Perris, CA*
- o *Riverside County Sheriff-Coroner Forensic Center East, Indio, CA*
- o *Riverside County Sheriff-Jail, Riverside, CA*
- o *Riverside County Sheriff-Jail, Indio, CA*
- o *Riverside County Sheriff-Jail, Southwest Justice Center, CA*
- o *Riverside County Sheriff Station's- Jurupa Valley, Moreno Valley, Southwest, Lake Elsinore, Perris, Cabazon, Palm Desert & Indio.*

City of Corona Police Department

Corona Police Dept.
849 W. Sixth Street
Corona, CA 92882
(951) 279-3685

Riverside Police Department

10540 Magnolia Avenue
Riverside, CA 92505
(951) 353-7100

City of Riverside Police Department

Riverside Police Department
4102 Orange Street
Riverside, CA 92501
(951) 787-7911

Riverside Community Hospital

4445 Magnolia Avenue
Riverside, CA 92501
(951) 788-3200

County Regional Medical Center
 26520 Cactus Avenue
 Moreno Valley, CA 92555
 (951) 486-5650

Parkview Community Hospital
 3865 Jackson Street
 Riverside, CA 92503
 (951) 688-2211

Kaiser Riverside-Park Sierra
 10800 Magnolia Ave.
 Riverside, CA 92505
 (951) 353-3790

7.0 Special Considerations: The Contractor shall include an itemized listing of any potential special fees (e.g., handling charges, chain of custody, tissue preparation) and listing of tests requiring a secondary laboratory (send outs). It shall specify approximate turnaround times for reporting of results on routine, rush and STAT cases. Specimens are to be maintained for duration to be specified by the agency (at least three (3) years). At the present time, the Riverside County Sheriff-Coroner performs approximately 1100-1500 autopsies per year and 1000 consultations (examination of the decedent without autopsy). The investigation of most of the autopsied decedents requires varying degrees of toxicological support on one or more specimens. A number of decedents not requiring autopsy will be expected to have a toxicological workup.

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**EXHIBIT B
PAYMENT PROVISIONS**

TEST DESCRIPTION	FEE
ALCOHOL	
ALCOHOL, URINE	39.00
ALCOHOL, VITREOUS	39.00
ALCOHOL, BLOOD	39.00
ALCOHOL, TISSUE	49.00
ALCOHOLIC BEVERAGE (including Pruno)	95.00
VOLITALES PANEL (ACETONE, ISOPROPNOL, METHANOL)	78.00
ANTICONVULSANT PANEL	
ANTICONVULSANT PANEL, SCREEN	125.00
ETHOSUXIMIDE	
10-HYDROXYCARBAZEPINE	
BUTABARBITAL	
BUTALBITAL	
CARBAMAZEPINE	
CARBAMAZEPINE, 10, 11-EPOXIDE	
DIAZEPAM	
GABAPENTIN	
GLUTETHIMIDE	
LAMOTRIGINE	
LEVETIRACETAM	
MEPHENYTOIN	
MEPHOBARBITAL	
METHSUXIMIDE	
NORDIAZEPAM	
NORMETHSUXIMIDE	
OXCARBAZEPINE	
PENTOBARBITAL	
PHENYTOIN	
PRIMIDONE	
SECODBARBITAL	
TOPIRAMATE	
BARBITURATE CONFIRMATION, LC/MS/MS	
BARBITURATE CONFIRMATION, LC/MS/MS	125.00
BUTALBITAL	
PHENOBARBITAL	
PENTOBARBITAL	
SECODBARBITAL	
BENZODIAZEPINES CONFIRMATION, LC/MS/MS	
BENZODIAZEPINES CONFIRMATION, LC/MS/MS	145.00
ALPRAZOLAM	
CHLORDIAZEPOXIDE	
CLONAZEPAM	
DIAZEPAM	
ESTAZOLAM	

FLUNITRAZEPAM	
FLURAZEPAM	
LORAZEPAM	
MIDAZOLAM	
OXAZEPAM	
TEMAZEPAM (RESTORIL)	
TRIAZOLAM (HALCION)	
HYDROXALPRAZOLAM	
7-AMINOCLONAZEPAM	
NORCHLORDIAZEPOXIDE	
NORDIAZEPAM	
DESALKYLFLURAZEPAM	
AMINOFLUNITRAZEPAM	
HYDROXYTRIAZOLAM	
CANNABINOIDS CONFIRMATION, LC/MS/MS	
CANNABINOIDS CONFIRMATION, LC/MS/MS (BLOOD OR URINE)	85.00
COCAINE CONFIRMATION, LC/MS/MS	
COCAINE CONFIRMATION, LC/MS/MS	69.00
BENZOYLECGONINE	
COCAETHYLENE	
COMPREHENSIVE PANEL DRUG SCREEN	
COMPREHENSIVE PANEL DRUG SCREEN (BLOOD, URINE OR VITREOUS)-OVER 150 PRESCRIPTION DRUGS	114.94
COMPREHENSIVE PANEL DRUG SCREEN (TISSUE)	124.94
CORONER PANEL DRUG SCREEN	
CORONER PANEL DRUG SCREEN (URINE, BLOOD OR VITREOUS)-AMPHETAMINES, BARBITURATES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, ALCOHOL	55.00
CORONER PANEL DRUG SCREEN (TISSUE)	65.00
OTHER DRUG SCREENS	
4 PANEL DRUG SCREEN (COCAINE METABOLITE, METHAMPHETAMINE, OPIATES, PCP)-ANTI MORTEM CASES ONLY	25.00
AMPHETAMINES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
AMPHETAMINES SCREEN, TISSUE	25.00
BARBITURATES SCREEN	35.00
BATH SALTS DRUG SCREEN	125.00
BENZODIAZEPINES SCREEN	19.00
CANNABINOIDS SCREEN	19.00
COCAINE METABOLITE SCREEN	19.00
DESIGNER STIMULANT SCREEN	125.00
EXPANDED IA SCREEN (BENZODIAZEPINES, CANNABINOIDS + 4 PANEL)-ANTI MORTEM CASES ONLY	35.00
LSD SCREEN	75.00
METHADONE SCREEN, LC/MS/MS	45.00
OPIATES SCREEN, TISSUE	25.00
OPIATES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
PHENCYCLIDINE SCREEN	19.00
METHAMPHETAMINE CONFIRMATION, LC/MS/MS	
METHAMPHETAMINE CONFIRMATION, LC/MS/MS	69.00
AMPHETAMINE	
METHYLENEDIOXYAMPHETAMINE (MDA)	
METHYLENEDIOXYMETHAMPHETAMINE (MDMA)	
BETA-PHENETHYLAMINE	

OPIATE CONFIRMATION, LC/MS/MS	
OPIATE CONFIRMATION, LC/MS/MS	85.00
MORPHINE	
CODEINE	
OXYCODONE	
HYDROCODONE	
HYDROMORPHONE	
OXYMORPHONE	
MONOACETYLMORPHINE	
PHENCYCLIDINE CONFIRMATION, LC/MS/MS	
PHENCYCLIDINE, LC/MS/MS	35.00
PRESCRIPTION DRUGS (WITH METABOLITE) AND OTHER	
ACETAMINOPHEN	75.00
ALBUTEROL	99.00
AMITRIPTYLINE	99.00
ATENOLOL	99.00
BACLOFEN	125.00
BENZTROPINE	75.00
BROMPHENIRAMINE	99.00
BUPRENORPHINE	99.00
BUPROPION	125.00
BUSPIRONE (BUSPAR)	99.00
CARBAMAZEPINE	99.00
CARISOPRODOL	99.00
CHLORPHENIRAMINE	99.00
CHLORPROMAZINE	99.00
CITALOPRAM	99.00
CLOMIPRAMINE	99.00
CLONIDINE	99.00
CYCLOBENZAPRINE	99.00
DESIGNER STIMULANT CONFIRMATION, PER DRUG	105.00
DEXTROMETHORPHAN	99.00
DIPHENHYDRAMINE	79.00
DOXEPIN	79.00
DOXYLAMINE	99.00
DULOXETINE	99.00
FENTANYL	99.00
FLUOXETINE	99.00
GABAPENTIN	125.00
GAMMA-HYDROXYBUTYRIC	195.00
HALOPERIDOL	99.00
HYDROXYZINE	99.00
KETAMINE	99.00
LAMOTRIGINE	99.00
LEVETIRACETAM	99.00
LEVORPHANOL	99.00
LIDOCAINE	99.00
MECLIZINE	89.00
MEPERIDINE	99.00
MESCALINE	75.00

METHADONE	75.00
METHOCARBAMOL	99.00
METHYLPHENIDATE	99.00
MIRTAZAPINE	99.00
NALOXONE	99.00
OLANZAPINE	99.00
OXCARBAZEPINE	99.00
PAROXETINE	99.00
PHENAZEPAM	99.00
PHENTERMINE	99.00
PHENYLPROPANOLAMINE	99.00
PHENYTOIN	125.00
PRIMIDONE	99.00
PROMETHAZINE	125.00
PROPRANOLOL	99.00
PSEUDOEPHEDRINE	99.00
QUETIAPINE	99.00
RISPERIDONE	99.00
SCOPOLAMINE	99.00
SERTRALINE	99.00
TOPIRAMATE	99.00
TRAMADOL	99.00
TRAZODONE	99.00
VENLAFAXINE	99.00
VERAPAMIL	99.00
ZALEPLON	99.00
ZIPRASIDONE	99.00
ZOLPICLONE	99.00
ZOLPIDEM	99.00
SPECIAL FEES	
CAPITATION CORONER PANEL*	375.00
CAPITATION COMPREHENSIVE PANEL*	600.00
CAPITATION CORONER REVIEW*	800.00
CHAIN OF CUSTODY-storage only per sample; no testing; anti mortem	12.00
CHAIN OF CUSTODY-storage only per sample; no testing post mortem after first 3 samples	12.00
HANDLING, SHIPPING & SPECIAL CARE	AT COST
LEAKING SAMPLE	15.00
MATRIX EFFECT-Unsuccessful analysis due to unusual problems with submitted sample.	150.00
NAME DISCREPANCY	15.00
RUSH SAMPLE ANALYSIS-1-2 weeks turnaround time depending on complexity of case	no charge
STAT PICK UP FEE-60 MILE MAXIMUM (Call for other arrangements outside of 60 miles)	75.00
SAMPLE RETURN	15.00
STAT FEE, PER TEST-24 to 48 hours turnaround time	200.00
TISSUE PREPARATION	50.00

*Capitation fees only include drugs tested at Contractor and are inclusive of the coroner panel or comprehensive panel drugs. (i.e. Bath salts not included and GHB are not included in cap rates.

Note: Drugs listed are subject to review and change as deemed necessary by laboratory management.

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **Bio-tox Laboratories, Inc., a Corporation**, with its principal place of business at **1965 Chicago Avenue, Suite C, Riverside, CA 92507**, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **forensics toxicology analysis** contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **forensics toxicology analysis** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the **forensics toxicology analysis** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor's Name: Bio-tox Laboratories, Inc.
 Address: 1965 Chicago Avenue #C
 City: Riverside State: CA Zip: 92507
 Business Phone: 951-341-9355 Fax No. 951-341-9359
 Other Contact Number: _____
 Business License Number: 0070911
 Federal Tax I.D. Number: 33-0766246

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

C. The term of this Agreement shall be from 07/01/2016 to 06/30/2017 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Tracey Stangarone.**

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Tracey Stangarone, Business Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and

demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney’s fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor’s performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City’s general liability insurance, employee benefits, or worker’s compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor’s obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section “J” that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City’s attorney’s fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. 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:

The Contractor 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 Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor 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/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City 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 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 Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this 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 Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above 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 insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered

or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor 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.

- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
 - (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
 - (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
 - (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such

records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official 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.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Bio-tox Laboratories, Inc.
1965 Chicago Avenue #C
Riverside, CA 92507
Attn: Tracey Stangarone

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Chief of Police Joel Ontiveros

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party

shall give the other party any contractual rights by custom, estoppel, or otherwise.

- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB. Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
 1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
 2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
 3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
 4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
 5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.

8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.

9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.

12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Bio-tox Laboratories, Inc.

BY: _____
City Manager

BY: J. Stangrone
Tracey Stangrone

Date

TITLE: Business Manager
Business Manager

6/14/16
Date

<u>INTERNAL USE ONLY</u>	
ATTEST:	
_____	City Clerk <i>(only needed if Mayor signs)</i>
APPROVED AS TO LEGAL FORM:	
_____	City Attorney
_____	Date
RECOMMENDED FOR APPROVAL:	
_____	Department Head <i>(if contract exceeds 15,000)</i>
_____	Date

BY: J. Stangrone

TITLE: Secretary
(Corporate Secretary)

6/14/16
Date

Attachment: FY16-17_Bio-Tox Contract Pending Approval (2176 : CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX

EXHIBIT A

Scope of Service

1.0 Response Time: Contractor will provide an acceptable response time from notification that a specimen is ready for pickup. Preliminary drug screening results should be available within 24 to 48 hours after pick up, followed by confirmation testing of presumptive positive screened results. "Stat" sample testing will be completed in 24 hours or less. Delivery/postmark if mailing of final report, is no longer than (3) three working days (working days are 8:00 am to 5:00 pm, Monday through Friday). Final laboratory reports are to be delivered to the requesting agency. The laboratory shall be appropriately staffed to allow for STAT drug testing when requested by the agency.

2.0 Licenses & Certification:

- a. Qualifications of the lab director should include being licensed by the California Department of Health Services as a Supervising Clinical Toxicologist or a Board Certified Forensic Toxicologist;
- b. Supervisors of analyst must be licensed by the California Department of Health Services in Clinical Toxicology;
- c. It is recommended that the laboratory meet the Scientific and Technical Guidelines, and Standards for Certification of Laboratories engaged in urine drug testing for Federal agencies. The laboratory must be accredited in Forensic Toxicology by the American Board of Forensic Toxicology (ABFT).

3.0 Experience: Suppliers and agents of Contractor must be familiar with the handling of evidence and the proper protocol for documenting and maintaining the correct chain of evidence. All aspects of testing must be appropriately documented. The documentation will include personnel files on analysts, supervisors, directors, and all persons with access to specimens; chain of custody documents; quality assurance/control records; all test data; performance on proficiency testing can be accomplished and there is no deterioration of these items of evidence.

4.0 Expert Witness: The Riverside County Sheriff's Department/Moreno Valley Police Department reserves the right to request replacement of any professional during the life of this agreement that is found to be unacceptable to the Court. Contractor shall provide analysts and expert witnesses that have previously been established in court proceedings by judges and attorneys. Coroner Review consultations shall be provided by toxicologists familiar with post mortem cases and work in conjunction with coroner staff with additional investigative measures are warranted.

5.0 Testing Procedures:

- a. Testing must consist of the screening of appropriate bodily liquids (e.g., blood, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, muscle) for the presence or absence of drugs, followed by confirmation of the amounts of drugs by a second procedure based on a different chemical principle.

- b. Initial screening can be done by Enzyme Multiplied Immunoassay Test (EMIT) or Radioactive Immunoassay Test (RIA); however, only gas chromatography/mass spectroscopy will be considered acceptable for confirmation testing (thin layer chromatography is unacceptable). Example of drug panels, which may be required for testing, are noted in Exhibit B – Payment Provisions.
- c. Procedures for testing samples will include screening techniques such as Immunoassay Elisa kits, used in conjunction with Tecan instrumentation. The assays are used to determine the presence of parent molecule and/or metabolite of drugs of abuse in forensic samples such as whole blood, serum, plasma, urine, and/or tissues.
- d. Contractor may also use Liquid Chromatography/Mass Spectrometry/Mass Spectrometry (LC/MS/MS) analytical equipment for detecting the presence of drugs. Confirmation analysis will consist of LC/MS/MS. The second MS denotes tandem Mass Spectrometry, an additional separation step. LC/MS/MS will be used to provide quantitative results in most cases. In an effort to provide optimum result accuracy and efficiency, Contractor may enhance analytical methods to include new equipment and procedures.
- e. Contractor may utilize one or more secondary toxicology laboratories for forensic testing of substances not provided by the primary laboratory (Send out of other reference laboratory).
- f. The secondary facility shall conform to the license and certification requirements of the primary laboratory. Analysis not performed by Contractor may be sent to a secondary toxicology laboratory whereby Contractor acts as a pass-through laboratory for convenience to the Riverside County Sheriff's Department/Moreno Valley Police Department.
- g. Contractor has existing accounts with reference laboratories and will handle the sample packaging and shipping once in house testing has been completed. Contractor will accept the routine billing and payment responsibilities for these tests and pass through the results from the specified laboratory. Fees for these services will be filled accordingly during monthly invoice cycles.
- h. Chain of custody will be maintained by Contractor until the point of shipping, at which time the chain of custody is transferred to the reference lab. Reference lab will maintain chain of custody and provide the sample return upon request.

6.0 Locations: Locations where the lab may expect to obtain specimens from however, this is not to be considered a complete list. It is only a representation of the major places that were used in the past:

Riverside County Sheriff-Coroner Forensic Center West, Perris, CA
 Riverside County Sheriff-Coroner Forensic Center East, Indio, Ca
 Riverside County Sheriff-Jail, Riverside, CA
 Riverside County Sheriff-Jail, Indio, CA
 Riverside County Sheriff-Jail, Southwest Justice Center, CA
 Riverside County Sheriff Station's-Jurupa Valley, Moreno Valley, Southwest, Lake
 Elsinore, Perris, Cabazon, Palm Desert, and Indio.

City of Corona Police Department

Corona Police Department
 849 W. Sixth Street
 Corona, CA 92882
 951-279-3685

Riverside Police Department

10540 Magnolia Avenue
 Riverside, CA 92505
 951-353-7100

City of Riverside Police Department

Riverside Police Department
 4102 Orange Street
 Riverside, CA 92501
 951-787-7911

Riverside Community Hospital

4445 Magnolia Avenue
 Riverside, CA 92501
 951-788-3200

County Regional Medical Center

26520 Cactus Avenue
 Moreno Valley, CA 92555
 951-486-5650

Parkview Community Hospital

3865 Jackson Street
 Riverside, CA 92503
 951-688-2211

Kaiser Riverside-Park Sierra

10800 Magnolia Avenue
 Riverside, CA 92505
 951-353-3790

7.0 Special Considerations: The Contractor shall include an itemized listing of any potential special fees (e.g., handling charges, chain of custody, tissue preparation) and listing of tests requiring a secondary laboratory (send outs). It shall specify approximate turnaround times for reporting of results on routine, rush and STAT cases. Specimens are to be maintained for duration to be specified by the agency (at least three (3) years). At the present time, the Riverside County Sheriff-Coroner (to include the Moreno Valley Police Department) performs approximately 1100-1500 autopsies per year and 1000 consultations (examination of the decedent without autopsy). The investigation of most of the autopsied decedents requires varying degrees of toxicological support on one or

more specimens. A number of decedents not requiring autopsy will be expected to have a toxicological workup.

Attachment: FY16-17_Bio-Tox Contract_Pending Approval (2176 : CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX

EXHIBIT B

City's Responsibilities

1. To provide Contractor preserved biological specimens for testing. To be used for criminal prosecution.

EXHIBIT C

Terms of Payment

1. The Contractor's compensation shall not exceed \$110,000.
2. The Contractor 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 City. Any invoice not paid 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 Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Police Department at:

22850 Calle San Juan De Los Lagos
P.O. Box 88005
Moreno Valley, CA 92552-0805

Questions can be directed to:

Dana Leggett (951) 486-6840 or Maggi Bollinger (951) 486-6712

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf

4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

Payment Provisions

TEST DESCRIPTION	FEE
ALCOHOL	
ALCOHOL, URINE	\$ 39.00
ALCOHOL, VITREOUS	\$ 39.00
ALCOHOL, BLOOD	\$ 39.00
ALCOHOL, TISSUE	\$ 49.00
ALCOHOLIC BEVERAGE (including Pruno)	\$ 95.00
VOLITALES PANEL (ACETONE, ISOPROPNOL, METHANOL)	\$ 78.00
ANTICONVULSANT PANEL	
ANTICONVULSANT PANEL, SCREEN	\$ 125.00
ETHOSUXIMIDE	
10-HYDROXYCARBAZEPINE	
BUTABARBITAL	
BUTABITAL	
CARBAMAZEPINE	
CARBAMAZEPINE, 10, 11-EPOXIDE	
DIAZEPAM	
GABAPENTIN	
GLUTETHIMIDE	
LAMOTRIGINE	
LEVETIRACETAM	
MEPHENYTOIN	
MEPHOBBARBITAL	
METHSUXIMIDE	
NORDIAZEPAM	
NORMETHSUXIMIDE	
OXCARBAZEPINE	
PENTOBARBITAL	
PHENYTOIN	
PRIMIDONE	
SECOBBARBITAL	
TOPIRAMATE	
BARBITURATE CONFIRMATION, LC/MS/MS	
BARBITURATE CONFIRMATION, LC/MS/MS	\$ 125.00
BUTALBITAL	
PHENOBARBITAL	
PENTOBARBITAL	
SECOBBARBITAL	

Attachment: FY16-17_Bio-Tox Contract_Pending Approval (2176 : CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX

BENZODIAZEPINES CONFIRMATION, LC/MS/MS	
BENZODIAZEPINES CONFIRMATION, LC/MS/MS	\$ 145.00
ALPRAZOLAM	
CHLORDIAZEPOXIDE	
CLONAZEPAM	
DIAZEPAM	
ESTAZOLAM	
FLUNITRAZEPAM	
FLURAZEPAM	
LORAZEPAM	
MIDAZOLAM	
OXAZEPAM	
TEMAZEPAM (RESTORIL)	
TRIAZOLAM (HALCION)	
HYDROXALPRAZOLAM	
7-AMINOCLOAZEPAM	
NORCHLORDIAZEPOXIDE	
NORDIAZEPAM	
DESALKYFLURAZEPAM	
AMINOFLUNITRAZEPAM	
HYDROXYTRIAZOLAM	
CANNABINOIDS CONFIRMATION, LC/MS/MS	
CANNABINOIDS CONFIRMATION, LC/MS/MS (BLOOD OR URINE)	\$ 85.00
COCAINE CONFIRMATION LC/MS/MS	
COCAINE CONFIRMATION LC/MS/MS	\$69.00
BENZOLECOGONINE	
COCAETHYLENE	
COMPREHENSIVE PANEL DRUG SCREEN	
COMPREHENSIVE PANEL DRUG SCREEN (BLOOD, URINE, OR VITREOUS)-OVER 150 PRESCRIPTION DRUGS	\$114.94
COMPREHENSIVE PANEL DRUG SCREEN (TISSUE)	\$124.94
CORONER PANEL DRUG SCREEN (URINE, BLOOD, OR VITREOUS)-AMPHETAMINES, BARBITURATES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, ALCOHOL	\$55.00
CORONER PANEL DRUG SCREEN (TISSUE)	\$65.00
OTHER DRUG SCREENS	
4 PANEL DRUG SCREEN (COCAINE METABOLITE, METHAMPHETAMINE, OPIATES, PCP)-ANTI MORTEM CASES ONLY	\$25.00
AMPHETAMINES SCREEN (URINE, BLOOD, OR VITREOUS)	\$19.00
AMPHETAMINES SCREEN, TISSUE	\$25.00
BARBITURATES SCREEN	\$35.00
BATH SALTS DRUG SCREEN	\$125.00

BENZODIAZEPINES SCREEN	\$19.00
CANNABINOIDS SCREEN	\$19.00
COCAINE METABOLITE SCREEN	\$19.00
DESIGNER STIMULANT SCREEN	\$125.00
EXPANDED IA SCREEN (BENZODIAZEPINES, CANNABINOIDS +4 PANEL)-ANTI MORTEM CASES ONLY	\$35.00
LSD SCREEN	\$75.00
METHADONE SCREEN, LC/MS/MS	\$45.00
OPIATES SCREEN, TISSUE	\$25.00
OPIATES SCREEN (URINE, BLOOD, OR VITREOUS)	\$19.00
PHENCYCLIDINE SCREEN	\$19.00
METHAMPHETAMINE CONFIRMATION, LC/MS/MS	
METHAMPHETAMINE CONFIRMATION, LC/MS/MS	\$69.00
AMPHETAMINE	
METHYLENEDIOXYAMPHETAMINE (MDA)	
METHYLENEDIOXYMETHAMPHETAMINE (MDMA)	
BETA-PHENETHYLAMINE	
OPIATE CONFIRMATION LC/MS/MS	
OPIATE CONFIRMATION LC/MS/MS	\$85.00
MORPHINE	
CODEINE	
OXYCODONE	
HYDROCODONE	
HYDROMORPHONE	
OXYMORPHONE	
MONACETYLMORPHINE	
PHENCYCLIDINE CONFIRMATION, LC/MS/MS	
PHENCYCLIDINE CONFIRMATION, LC/MS/MS	\$35.00
PRESCRIPTION DRUGS (WITH METABOLITE) AND OTHER	
ACETAMINOPHEN	\$75.00
ALBUTEROL	\$99.00
AMITRIPTYLINE	\$99.00
ATENOLOL	\$99.00
BACLOFEN	\$125.00
BENZTROPINE	\$75.00
BROMPHENIRAMINE	\$99.00
BUPRENORPHINE	\$99.00
BUPROPION	\$125.00
BUSPIRONE (BUSPAR)	\$99.00
CARBAMAZEPINE	\$99.00
CARISOPRODOL	\$99.00

Attachment: FY16-17_Bio-Tox Contract_Pending Approval (2176 : CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX

CHLORPHENIRAMINE	\$99.00
CHLORPROMAZINE	\$99.00
CITALOPRAM	\$99.00
CLOMIPRAMINE	\$99.00
CLONIDINE	\$99.00
CYCLOBENZAPRINE	\$99.00
DESIGNER STIMULANT CONFIRMATION, PER DRUG	\$105.00
DEXTROMETHORPHAN	\$99.00
DIPHENHYDRAMINE	\$79.00
DOXEPIN	\$79.00
DOXYLAMINE	\$99.00
DULOXETINE	\$99.00
FENTANYL	\$99.00
FLUOXETINE	\$99.00
GABAPENTIN	\$125.00
GAMMA-HYDROXYBUTYRIC	\$195.00
HALOPERICOL	\$99.00
HYDORXYZINE	\$99.00
KETAMINE	\$99.00
LAMOTRIGINE	\$99.00
LEVETIRACETAM	\$99.00
LEVORPHANOL	\$99.00
LIDOCAINE	\$99.00
MECLIZINE	\$89.00
MEPERIDINE	\$99.00
MESCALINE	\$75.00
METHADONE SCREEN, LC/MS/MS	\$75.00
METHOCARBAMOL	\$99.00
METHYLPHENIDATE	\$99.00
MIRTAZAPINE	\$99.00
NALOXONE	\$99.00
OLANZAPINE	\$99.00
OXCARBAZEPINE	\$99.00
PAROXETINE	\$99.00
PHENAZEPAM	\$99.00
PHTERMINE	\$99.00
PHENYLPROPANOLAMINE	\$99.00
PHENYTOIN	\$125.00
PRIMIDONE	\$99.00
PROMETHAZINE	\$125.00
PROPRANOLOL	\$99.00

PSEUDOEPHEDRINE	\$99.00
QUETIAPINE	\$99.00
RESPERIDONE	\$99.00
SCOPOLAMINE	\$99.00
SERTALINE	\$99.00
TOPIRAMATE	\$99.00
TRAMADOL	\$99.00
TRAZODONE	\$99.00
VENLAFAXINE	\$99.00
VERPAMIL	\$99.00
ZALEPLON	\$99.00
ZIPRASIDONE	\$99.00
ZOLPICLONE	\$99.00
ZOLPIDEM	\$99.00
SPECIAL FEES	
CAPITATION CORONER PANEL*	\$375
CAPITATION COMPREHENSIVE PANEL*	\$600
CAPITATION CORONER REVIEW*	\$800
CHAIN OF CUSTODY - storage only per sample; no testing; anti mortem	\$12
CHAIN OF CUSTODY - storage only per sample; no testing post mortem after first 3 samples	\$12
HANDLING, SHIPPING, & SPECIAL CARE	AT COST
LEAKING SAMPLE	\$15
MATRIX EFFECT - Unsuccessful analysis due to unusual problems with submitted sample.	\$150
NAME DISCREPANCY	\$15
RUSH SAMPLE ANALYSIS 1-2 weeks turnaround time depending on complexity of case	no charge
STAT PICK UP FEE-60 MILE MAXIMUM (Call for other arrangements outside of 60 miles)	\$75
SAMPLE RETURN	\$15
STAT FEE, PER TEST-24 to 48 hours turnaround time	\$200
TISSUE PREPARATION	\$50

*Capitation fees only include drugs tested at Contractor and are inclusive of the coroner panel or comprehensive panel drugs, (i.e. Bath salts not included and GHB are not included in cap rates.

Note: Drugs listed are subject to review and change as deemed necessary by laboratory management.

Attachment: FY16-17_Bio-Tox Contract_Pending Approval (2176 : CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA LIC 0B29370 1-925-244-7700
Edgewood Partners Insurance Centers (EPIC)
[Inland Empire - Branch ID 14542]
P.O. Box 5003

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): (925) 244-7700 FAX (A/C, No): (925) 901-0671
E-MAIL ADDRESS: EPICcerts@epicbrokers.com

San Ramon, CA 94583

INSURED
Biotox Laboratories

1965 Chicago Avenue, Suite C

Riverside, CA 92507

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: LANDMARK AMER INS CO	33138
INSURER B: OHIO SECURITY INS CO	24082
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 47013248** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			LHC829442	06/01/16	06/01/17	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input checked="" type="checkbox"/> BI/PD Ded: 2,500						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 1,000,000	
								\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BASS57312760	06/01/16	06/01/17	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<input type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$	
	<input type="checkbox"/> DED		<input type="checkbox"/> RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
A	E&O			LHC829442	06/01/16	06/01/17	Med Prof Liab	1,000,000	
	Claims Made						Per Claim	1,000,000	
	Ded \$2,500/Claim						Combined Agg	3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Operations of the Named Insured
 ADDITIONAL INSURED: City of Moreno Valley, Moreno Valley Community Services District and Moreno Valley Housing Authority

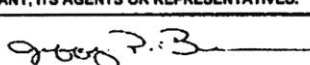
CERTIFICATE HOLDER	CANCELLATION
City of Moreno Valley Moreno Valley Community Services Distr Redevelopment Agency Valley 1477 Freder Moreno Valley, CA 92553 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)
eleles-ont
47013248

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Attachment: FY16-17_Bio-Tox Certificate of Liability Insurance (2176 : CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX

ACORD		CERTIFICATE OF LIABILITY INSURANCE				DATE(MM/DD/YYYY) 05/01/2016	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620				CONTACT NAME: Paychex Insurance Agency Inc PHONE (A/C, NO. EXT): 877-266-6850 FAX (A/C, No): 585-389-7426 E-MAIL ADDRESS: Certs@paychex.com			
INSURED Bio-tox Laboratories Inc 1965 CHICAGO AVE STE C RIVERSIDE, CA 92507-0000				INSURER(S) AFFORDING COVERAGE		NAIC #	
				INSURER A: Liberty Mutual Fire Insurance		23035	
				INSURER B:			
				INSURER C:			
				INSURER D:			
				INSURER E:			
INSURER F:							
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2291464217016	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
CERTIFICATE HOLDER CITY OF MORENO VALLEY 14177 FREDERICK STREET P.O. BOX 88005 MORENO VALLEY, CA 92552				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE 			

Attachment: FY16-17_Bio-Tox Certificate of Liability Insurance (2176 : CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX

LANDMARK AMERICAN INSURANCE COMPANY

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED (BLANKET – PRIMARY)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

WHO IS AN INSURED (Section II) is amended to include as an insured: any person, organization, trustee, estate or Governmental entity to whom or to which you are obligated, by virtue of a written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to operations performed by you or on your behalf or to facilities used by you and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy; provided that such person, organization, trustee, estate or Governmental entity shall be an Insured only with respect to occurrences taking place after such written contract has been executed or such permit has been issued.

If you are required by a written contract to provide primary insurance this policy shall be primary as respects your negligence and Section IV, Condition 4. Other Insurance does not apply, but only with respect to coverage provided by this policy.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 06/01/16
forms part of Policy Number LHC829442
issued to BIO TOX LABORATORIES INC
by Landmark American Insurance Company

Endorsement No.: 01

RSG 95001 0903

Attachment: FY16-17_Bio-Tox Certificate of Liability Insurance (2176 : CONTRACT APPROVAL AND AWARD A PURCHASE ORDER TO BIO-TOX



Report to City Council

TO: Mayor and City Council

FROM: Joel Ontiveros, Chief of Police
Zachary Hall, Lieutenant

AGENDA DATE: July 5, 2016

TITLE: CONTRACT AND PURCHASE ORDER AMENDMENT TO
BIO-TOX LABORATORIES NOT TO EXCEED \$95,000
FY15/16

RECOMMENDED ACTION

Recommendation:

1. Authorize the Moreno Valley Police Department to amend the Bio-Tox Laboratories Contract and Purchase Order, 1965 Chicago Ave. #C, Riverside, CA 92507, or an increase of \$15,000 for a total not to exceed \$95,000.

SUMMARY

The County of Riverside contracts with Bio-Tox Laboratories for toxicology testing services, to include both blood and urine. The City of Moreno Valley participates in this contract. Pursuant to 3.12.260, Materials, supplies and equipment—Cooperative purchasing. Where advantageous for the City and to the extent consistent with state law, the City Manager may authorize the Financial & Management Services Director or the Purchasing Manager to purchase supplies, materials, equipment or contractual services through legal, competitively awarded contracts with or of other governmental jurisdictions or public agencies, including California Multiple Award Schedules (CMAS) commonly referred to as “piggybacking,” without further contracting, solicitation or formal bidding as described in this chapter. (Ord. 624 § 1.7, 2003; Ord. 587 § 2.1 (part), 2001).

Over the last few years, the Moreno Valley Police Department has had a substantial increase in the number of Bio-Tox Laboratories for toxicology testS. This increase is partially due to increased DUI enforcement; however, toxicology testing has become more frequent in other types of investigations like fatal collisions, child endangerment,

sexual assaults, suspicious deaths, substance abuse and employee exposure to blood-borne pathogens.

DISCUSSION

Bio-Tox Laboratories collects samples of both blood and urine. A sample sent to Bio-Tox may be tested for multiple drugs and/or alcohol. Based on the type of drug(s) located, an additional test is then conducted to confirm each drug's presence and quantity. Alcohol tests range from \$39-\$95/per test, and drug tests range from \$19-\$195/per test. Multiple test are often conducted on each submitted sample. We anticipate that the charges for FY15/16 for Bio-Tox Laboratories will be approximately \$95,000, due to the increase in toxicology testing.

ALTERNATIVES

The City Council has the following alternatives:

- 1) Authorize the Moreno Valley Police Department to amend the Bio-Tox Laboratories Contract and Purchase Order #2016-837 from \$80,000 to \$95,000. **Staff recommends this alternative as it will continue to allow toxicology testing to be conducted.**
- 2) Not authorize the Moreno Valley Police Department to amend the Bio-Tox Laboratories Contract and Purchase Order 2016-837 from \$80,000 to \$95,000. **Staff does not recommend this alternative as it could negatively impact investigation services provided by the police department.**

FISCAL IMPACT

Funds are available in the FY 15/16 budget of the Police Department for the proposed increase of \$15,000 to the Bio-Tox Laboratories purchase order originally issued for \$80,000. No additional appropriation is being requested from the General Fund.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Zach Hall
Lieutenant

Department Head Approval:
Joel Ontiveros
Chief of Police

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

ATTACHMENTS

- 1. Bio-Tox Contract_Riverside Sheriff_2013
- 2. FY15-16_Bio-Tox Certificate of Liability Insurance_First Amendment to Agreement
- 3. FY15-16_Bio-Tox_Approved Contract
- 4. FY15-16_Bio-Tox_FIRST AMENDMENT TO AGREEMENT

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/21/16 1:40 PM
City Attorney Approval	<u>✓ Approved</u>	6/22/16 2:01 PM
City Manager Approval	<u>✓ Approved</u>	6/23/16 2:48 PM

PROFESSIONAL SERVICE AGREEMENT

for

TOXICOLOGY TESTING SERVICES

between

COUNTY OF RIVERSIDE

and

BIO-TOX LABORATORIES



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This Agreement, made and entered into this 23 day of April, 2013, by and between Bio-Tox Laboratories, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of 3 pages at the prices stated in Exhibit B, Payment Provisions (4 pages).

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit I. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through April 22, 2014, with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$510,000.00 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff Department, Fiscal Department
4080 Lemon Street
Riverside, CA 92502

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number SHARC-96148-001-3/14; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the

CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. **Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to the Riverside County Sheriff's Department, Riverside Police Department and Corona Police

Department only. It is understood that each entity shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR. COUNTY shall in no way be responsible to the CONTRACTOR for Riverside Police Department or Corona Police Department purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq) the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall

promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
Attn: James P. Hewett JD/MBA
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Bio-Tox Laboratories
Attn: Tracey Stangarone
1965 Chicago Ave. #C
Riverside, CA 92507

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract

has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

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

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

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

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single

limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

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

22.6 General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or

reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY:

County Administration Center
4080 Lemon St., 4th Floor
Riverside, CA 92501
Board of Supervisors

Signature: *John J. Benoit*

Print Name: John J. Benoit

Title: Chairman of the Board of Supervisors

Dated: APR 23 2013

CONTRACTOR:

Bio-Tox Laboratories
1965 Chicago Ave. #C
Riverside, CA 92507
Tracey Stangarone

Signature: *Tracey Stangarone*
for

Print Name: Tracey Stangarone

Title: Business Manager / President

Dated: 3/26/13

FORM APPROVED COUNTY COUNSEL

BY: *Neal R. Kipnis* DATE: *3/26/13*

ATTEST:

KECIA HARRER-IHEM, Clerk

By: *Kecia Harrer-Ihem*
DEPUTY

EXHIBIT A SCOPE OF SERVICE

Scope of Services

1.0 Response Time: Contractor will provide an acceptable response time from notification that a specimen is ready for pickup. Preliminary drug screening results should be available within 24 to 48 hours after pick up, followed by confirmation testing of presumptive positive screened results. "Stat" sample testing will be completed in 24 hours or less. Delivery/postmark if mailing of a final report, is to be no longer than (3) three working days (working days are 8:00 am to 5:00 pm, Monday through Friday). Final laboratory reports are to be delivered to the requesting agency. The laboratory shall be appropriately staffed to allow for STAT drug testing when requested by the agency.

2.0 Licenses & Certification:

- a. Qualifications of the lab director should include being licensed by the California Department of Health Services as a Supervising Clinical Toxicologist or a Board Certified Forensic Toxicologist;
- b. Supervisors of analyst must be licensed by the California Department of Health Services in Clinical Toxicology;
- c. It is recommended that the laboratory meet the Scientific and Technical Guidelines, and Standards for Certification of Laboratories engaged in urine drug testing for Federal agencies. The laboratory must be accredited in Forensic Toxicology by the American Board of Forensic Toxicology (ABFT).

3.0 Experience: Suppliers and agents of Contractor must be familiar with the handling of evidence and the proper protocol for documenting and maintaining the correct chain of evidence. All aspects of testing must be appropriately documented. The documentation will include personnel files on analysts, supervisors, directors and all persons with access to specimens; chain of custody documents; quality assurance/control records; all test data; performance on proficiency testing can be accomplished and there is no deterioration of these items of evidence.

4.0 Expert Witness: The County of Riverside reserves the right to request replacement of any professional during the life of this agreement that is found to be unacceptable to the Court. Contractor shall provide analysts and expert witnesses that have previously been established in court proceedings by judges and attorneys. Coroner Review consultations shall be provided by toxicologists familiar with post mortem cases and work in conjunction with coroner staff when additional investigative measures are warranted.

5.0 Testing Procedures:

- a. Testing must consist of the screening of appropriate bodily liquids (e.g., blood, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, muscle) for the presence or absence of drugs, followed by confirmation of the amounts of drugs by a second procedure based on a different chemical principle.
- b. Initial screening can be done by Enzyme Multiplied Immunoassay Test (EMIT) or Radioactive Immunoassay Test (RIA); however, only gas chromatography/mass spectroscopy will be considered acceptable for conformation testing (thin layer

- chromatography is unacceptable). Examples of drug panels, which may be required for testing, are noted in Exhibit B - Payment Provisions.
- c. Procedures for testing samples will include screening techniques such as Immunoassay Elisa kits, used in conjunction with Tecan instrumentation. The assays are used to determine the presence of a parent molecule and/or metabolite of drugs of abuse in forensic samples such as whole blood, serum, plasma, urine, and/or tissues.
 - d. Contractor may also use Liquid Chromatography/Mass Spectrometry/Mass Spectrometry (LC/MS/MS) analytical equipment for detecting the presence of drugs. Confirmation analysis will consist of LC/MS/MS. The second MS denotes tandem Mass Spectrometry, an additional separation step. LC/MS/MS will be used to provide quantitative results in most cases. In an effort to provide optimum result accuracy and efficiency, Contractor may enhance analytical methods to include new equipment and procedures.
 - e. Contractor may utilize one or more secondary toxicology laboratories for forensic testing of substances not provided by the primary laboratory (Send out or other reference laboratory).
 - f. The secondary facility shall conform to the license and certification requirements of the primary laboratory. Analysis not performed by Contractor may be sent to a secondary toxicology laboratory whereby Contractor acts as a pass-through laboratory for convenience to the Sheriff Department.
 - g. Contractor has existing accounts with reference laboratories and will handle the sample packaging and shipping once in house testing has been completed. Contractor will accept the routine billing and payment responsibilities for these tests and pass through the results from the specified laboratory. Fees for these services will be billed accordingly during monthly invoice cycles.
 - h. Chain of custody will be maintained by Contractor until the point of shipping, at which time the chain of custody is transferred to the reference lab. Reference lab will maintain chain of custody and provide the sample return upon request.

6.0 Locations: Locations where the lab may expect to obtain specimens from however, this is not to be considered a complete list. It is only a representation of the major places that were used in the past.

- o *Riverside County Sheriff-Coroner Forensic Center West, Perris, CA*
- o *Riverside County Sheriff-Coroner Forensic Center East, Indio, CA*
- o *Riverside County Sheriff-Jail, Riverside, CA*
- o *Riverside County Sheriff-Jail, Indio, CA*
- o *Riverside County Sheriff-Jail, Southwest Justice Center, CA*
- o *Riverside County Sheriff Station's- Jurupa Valley, Moreno Valley, Southwest, Lake Elsinore, Perris, Cabazon, Palm Desert & Indio.*

City of Corona Police Department
 Corona Police Dept.
 849 W. Sixth Street
 Corona, CA 92882
 (951) 279-3685

Riverside Police Department
 10540 Magnolia Avenue
 Riverside, CA 92505
 (951) 353-7100

City of Riverside Police Department
 Riverside Police Department
 4102 Orange Street
 Riverside, CA 92501
 (951) 787-7911

Riverside Community Hospital
 4445 Magnolia Avenue
 Riverside, CA 92501
 (951) 788-3200

County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
(951) 486-5650

Parkview Community Hospital
3865 Jackson Street
Riverside, CA 92503
(951) 688-2211

Kaiser Riverside-Park Sierra
10800 Magnolia Ave.
Riverside, CA 92505
(951) 353-3790

7.0 Special Considerations: The Contractor shall include an itemized listing of any potential special fees (e.g., handling charges, chain of custody, tissue preparation) and listing of tests requiring a secondary laboratory (send outs). It shall specify approximate turnaround times for reporting of results on routine, rush and STAT cases. Specimens are to be maintained for duration to be specified by the agency (at least three (3) years). At the present time, the Riverside County Sheriff-Coroner performs approximately 1100-1500 autopsies per year and 1000 consultations (examination of the decedent without autopsy). The investigation of most of the autopsied decedents requires varying degrees of toxicological support on one or more specimens. A number of decedents not requiring autopsy will be expected to have a toxicological workup.

**EXHIBIT B
PAYMENT PROVISIONS**

TEST DESCRIPTION	FEE
ALCOHOL	
ALCOHOL, URINE	39.00
ALCOHOL, VITREOUS	39.00
ALCOHOL, BLOOD	39.00
ALCOHOL, TISSUE	49.00
ALCOHOLIC BEVERAGE (including Pruno)	95.00
VOLITALES PANEL (ACETONE, ISOPROPNOL, METHANOL)	78.00
ANTICONVULSANT PANEL	
ANTICONVULSANT PANEL, SCREEN	125.00
ETHOSUXIMIDE	
10-HYDROXYCARBAZEPINE	
BUTABARBITAL	
BUTALBITAL	
CARBAMAZEPINE	
CARBAMAZEPINE, 10, 11-EPOXIDE	
DIAZEPAM	
GABAPENTIN	
GLUTETHIMIDE	
LAMOTRIGINE	
LEVETIRACETAM	
MEPHENYTOIN	
MEPHOBARBITAL	
METHSUXIMIDE	
NORDIAZEPAM	
NORMETHSUXIMIDE	
OXCARBAZEPINE	
PENTOBARBITAL	
PHENYTOIN	
PRIMIDONE	
SECODBARBITAL	
TOPIRAMATE	
BARBITURATE CONFIRMATION, LC/MS/MS	
BARBITURATE CONFIRMATION, LC/MS/MS	125.00
BUTALBITAL	
PHENOBARBITAL	
PENTOBARBITAL	
SECODBARBITAL	
BENZODIAZEPINES CONFIRMATION, LC/MS/MS	
BENZODIAZEPINES CONFIRMATION, LC/MS/MS	145.00
ALPRAZOLAM	
CHLORDIAZEPOXIDE	
CLONAZEPAM	
DIAZEPAM	
ESTAZOLAM	

FLUNITRAZEPAM	
FLURAZEPAM	
LORAZEPAM	
MIDAZOLAM	
OXAZEPAM	
TEMAZEPAM (RESTORIL)	
TRIAZOLAM (HALCION)	
HYDROXALPRAZOLAM	
7-AMINOCLONAZEPAM	
NORCHLORDIAZEPOXIDE	
NORDIAZEPAM	
DESALKYLFLURAZEPAM	
AMINOFLUNITRAZEPAM	
HYDROXYTRIAZOLAM	
CANNABINOIDS CONFIRMATION, LC/MS/MS	
CANNABINOIDS CONFIRMATION, LC/MS/MS (BLOOD OR URINE)	85.00
COCAINE CONFIRMATION, LC/MS/MS	
COCAINE CONFIRMATION, LC/MS/MS	69.00
BENZOYLECGONINE	
COCAETHYLENE	
COMPREHENSIVE PANEL DRUG SCREEN	
COMPREHENSIVE PANEL DRUG SCREEN (BLOOD, URINE OR VITREOUS)-OVER 150 PRESCRIPTION DRUGS	114.94
COMPREHENSIVE PANEL DRUG SCREEN (TISSUE)	124.94
CORONER PANEL DRUG SCREEN	
CORONER PANEL DRUG SCREEN (URINE, BLOOD OR VITREOUS)-AMPHETAMINES, BARBITURATES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, ALCOHOL	55.00
CORONER PANEL DRUG SCREEN (TISSUE)	65.00
OTHER DRUG SCREENS	
4 PANEL DRUG SCREEN (COCAINE METABOLITE, METHAMPHETAMINE, OPIATES, PCP)-ANTI MORTEM CASES ONLY	25.00
AMPHETAMINES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
AMPHETAMINES SCREEN, TISSUE	25.00
BARBITURATES SCREEN	35.00
BATH SALTS DRUG SCREEN	125.00
BENZODIAZEPINES SCREEN	19.00
CANNABINOIDS SCREEN	19.00
COCAINE METABOLITE SCREEN	19.00
DESIGNER STIMULANT SCREEN	125.00
EXPANDED IA SCREEN (BENZODIAZEPINES, CANNABINOIDS + 4 PANEL)-ANTI MORTEM CASES ONLY	35.00
LSD SCREEN	75.00
METHADONE SCREEN, LC/MS/MS	45.00
OPIATES SCREEN, TISSUE	25.00
OPIATES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
PHENCYCLIDINE SCREEN	19.00
METHAMPHETAMINE CONFIRMATION, LC/MS/MS	
METHAMPHETAMINE CONFIRMATION, LC/MS/MS	69.00
AMPHETAMINE	
METHYLENEDIOXYAMPHETAMINE (MDA)	
METHYLENEDIOXYMETHAMPHETAMINE (MDMA)	
BETA-PHENETHYLAMINE	

OPIATE CONFIRMATION, LC/MS/MS	
OPIATE CONFIRMATION, LC/MS/MS	85.00
MORPHINE	
CODEINE	
OXYCODONE	
HYDROCODONE	
HYDROMORPHONE	
OXYMORPHONE	
MONOACETYLMORPHINE	
PHENCYCLIDINE CONFIRMATION, LC/MS/MS	
PHENCYCLIDINE, LC/MS/MS	35.00
PRESCRIPTION DRUGS (WITH METABOLITE) AND OTHER	
ACETAMINOPHEN	75.00
ALBUTEROL	99.00
AMITRIPTYLINE	99.00
ATENOLOL	99.00
BACLOFEN	125.00
BENZTROPINE	75.00
BROMPHENIRAMINE	99.00
BUPRENORPHINE	99.00
BUPROPION	125.00
BUSPIRONE (BUSPAR)	99.00
CARBAMAZEPINE	99.00
CARISOPRODOL	99.00
CHLORPHENIRAMINE	99.00
CHLORPROMAZINE	99.00
CITALOPRAM	99.00
CLOMIPRAMINE	99.00
CLONIDINE	99.00
CYCLOBENZAPRINE	99.00
DESIGNER STIMULANT CONFIRMATION, PER DRUG	105.00
DEXTROMETHORPHAN	99.00
DIPHENHYDRAMINE	79.00
DOXEPIN	79.00
DOXYLAMINE	99.00
DULOXETINE	99.00
FENTANYL	99.00
FLUOXETINE	99.00
GABAPENTIN	125.00
GAMMA-HYDROXYBUTYRIC	195.00
HALOPERIDOL	99.00
HYDROXYZINE	99.00
KETAMINE	99.00
LAMOTRIGINE	99.00
LEVETIRACETAM	99.00
LEVORPHANOL	99.00
LIDOCAINE	99.00
MECLIZINE	89.00
MEPERIDINE	99.00
MESCALINE	75.00

METHADONE	75.00
METHOCARBAMOL	99.00
METHYLPHENIDATE	99.00
MIRTAZAPINE	99.00
NALOXONE	99.00
OLANZAPINE	99.00
OXCARBAZEPINE	99.00
PAROXETINE	99.00
PHENAZEPAM	99.00
PHENTERMINE	99.00
PHENYLPROPANOLAMINE	99.00
PHENYTOIN	125.00
PRIMIDONE	99.00
PROMETHAZINE	125.00
PROPRANOLOL	99.00
PSEUDOEPHEDRINE	99.00
QUETIAPINE	99.00
RISPERIDONE	99.00
SCOPOLAMINE	99.00
SERTRALINE	99.00
TOPIRAMATE	99.00
TRAMADOL	99.00
TRAZODONE	99.00
VENLAFAXINE	99.00
VERAPAMIL	99.00
ZALEPLON	99.00
ZIPRASIDONE	99.00
ZOLPICLONE	99.00
ZOLPIDEM	99.00
SPECIAL FEES	
CAPITATION CORONER PANEL*	375.00
CAPITATION COMPREHENSIVE PANEL*	600.00
CAPITATION CORONER REVIEW*	800.00
CHAIN OF CUSTODY-storage only per sample; no testing; anti mortem	12.00
CHAIN OF CUSTODY-storage only per sample; no testing post mortem after first 3 samples	12.00
HANDLING, SHIPPING & SPECIAL CARE	AT COST
LEAKING SAMPLE	15.00
MATRIX EFFECT-Unsuccessful analysis due to unusual problems with submitted sample.	150.00
NAME DISCREPANCY	15.00
RUSH SAMPLE ANALYSIS-1-2 weeks turnaround time depending on complexity of case	no charge
STAT PICK UP FEE-60 MILE MAXIMUM (Call for other arrangements outside of 60 miles)	75.00
SAMPLE RETURN	15.00
STAT FEE, PER TEST-24 to 48 hours turnaround time	200.00
TISSUE PREPARATION	50.00

*Capitation fees only include drugs tested at Contractor and are inclusive of the coroner panel or comprehensive panel drugs. (i.e. Bath salts not included and GHB are not included in cap rates.

Note: Drugs listed are subject to review and change as deemed necessary by laboratory management.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA LIC 0B29370 1-925-244-7700
Edgewood Partners Insurance Centers (EPIC)
[Inland Empire - Branch ID 14542]
P.O. Box 5003

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): (925) 244-7700 FAX (A/C, No): (925) 901-0671
E-MAIL ADDRESS: EPICcerts@epicbrokers.com

San Ramon, CA 94583

INSURED
Biotox Laboratories

1965 Chicago Avenue, Suite C

Riverside, CA 92507

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: LANDMARK AMER INS CO	33138
INSURER B: OHIO SECURITY INS CO	24082
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 47013248** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			LHC829442	06/01/16	06/01/17	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input checked="" type="checkbox"/> BI/PD Ded: 2,500						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 1,000,000	
								\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BASS57312760	06/01/16	06/01/17	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<input type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$	
	<input type="checkbox"/> DED		<input type="checkbox"/> RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> N/A				E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
A	<input checked="" type="checkbox"/> E&O			LHC829442	06/01/16	06/01/17	Med Prof Liab	1,000,000	
	<input checked="" type="checkbox"/> Claims Made						Per Claim	1,000,000	
	<input checked="" type="checkbox"/> Ded \$2,500/Claim						Combined Agg	3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Operations of the Named Insured
 ADDITIONAL INSURED: City of Moreno Valley, Moreno Valley Community Services District and Moreno Valley Housing Authority

CERTIFICATE HOLDER	CANCELLATION
City of Moreno Valley Moreno Valley Community Services Distr Redevelopment Agency Valley 1477 Freder Moreno Valley, CA 92553 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)
eleles-ont
47013248

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Attachment: FY15-16_Bio-Tox Certificate of Liability Insurance_First Amendment to Agreement (2177 : CONTRACT AND PURCHASE ORDER

		<h2 style="margin: 0;">CERTIFICATE OF LIABILITY INSURANCE</h2>			DATE(MM/DD/YYYY) 05/01/2016		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620				CONTACT NAME: Paychex Insurance Agency Inc PHONE (A/C, NO. EXT): 877-266-6850 FAX (A/C, No): 585-389-7426 E-MAIL ADDRESS: Certs@paychex.com			
INSURED Bio-tox Laboratories Inc 1965 CHICAGO AVE STE C RIVERSIDE, CA 92507-0000				INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Liberty Mutual Fire Insurance 23035 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2291464217016	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
CERTIFICATE HOLDER CITY OF MORENO VALLEY 14177 FREDERICK STREET P.O. BOX 88005 MORENO VALLEY, CA 92552				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

Attachment: FY15-16_Bio-Tox Certificate of Liability Insurance_First Amendment to Agreement (2177 : CONTRACT AND PURCHASE ORDER

LANDMARK AMERICAN INSURANCE COMPANY

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED (BLANKET – PRIMARY)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

WHO IS AN INSURED (Section II) is amended to include as an insured: any person, organization, trustee, estate or Governmental entity to whom or to which you are obligated, by virtue of a written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to operations performed by you or on your behalf or to facilities used by you and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy; provided that such person, organization, trustee, estate or Governmental entity shall be an Insured only with respect to occurrences taking place after such written contract has been executed or such permit has been issued.

If you are required by a written contract to provide primary insurance this policy shall be primary as respects your negligence and Section IV, Condition 4. Other Insurance does not apply, but only with respect to coverage provided by this policy.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 06/01/16
forms part of Policy Number LHC829442
issued to BIO TOX LABORATORIES INC
by Landmark American Insurance Company

Endorsement No.: 01

RSG 95001 0903

Attachment: FY15-16_Bio-Tox Certificate of Liability Insurance_First Amendment to Agreement (2177 : CONTRACT AND PURCHASE ORDER

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **Bio-tox Laboratories, Inc., a Corporation**, with its principal place of business at **1965 Chicago Avenue, Suite C, Riverside, CA 92507**, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **forensics toxicology analysis** contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **forensics toxicology analysis** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the **forensics toxicology analysis** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor's Name: Bio-tox Laboratories, Inc.
 Address: 1965 Chicago Avenue #C
 City: Riverside State: CA Zip: 92507
 Business Phone: 951-341-9355 Fax No. 951-341-9359
 Other Contact Number: _____
 Business License Number: 0070911
 Federal Tax I.D. Number: 33-0766246

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

Attachment: FY15-16_Bio-Tox_Approved Contract (2177 : CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX LABORATORIES

C. The term of this Agreement shall be from 07/01/2015 to 06/30/2016 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Tracey Stangarone.**

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Tracey Stangarone, Business Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs

and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. 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:

The Contractor 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 Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor 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/ \$2,000,000 aggregate
- Property Damage \$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City 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 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 Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this 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 Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above 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 insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor 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.

- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official 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.

- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Bio-tox Laboratories, Inc.
 1965 Chicago Avenue #C
 Riverside, CA 92507
 Attn: Tracey Stangarone

City:

City of Moreno Valley
 14177 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552
 Attn: Chief of Police Joel Ontiveros

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB. Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
 2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
 3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
 4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
 5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
 6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.

8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Bio-tox Laboratories, Inc.

BY: [Signature]
City Manager
10/19/15
Date

BY: [Signature]
Tracey Stangarone
TITLE: Business Manager
Business Manager
10/2/15
Date

INTERNAL USE ONLY
ATTEST:
_____ City Clerk <i>(only needed if Mayor signs)</i>
APPROVED AS TO LEGAL FORM:
_____ City Attorney <u>10-06-15</u> Date
RECOMMENDED FOR APPROVAL:
<u>[Signature]</u> 1532 Department Head <i>(if contract exceeds 15,000)</i> <u>10-15-15</u> Date

BY: [Signature]
TITLE: Secretary
(Corporate Secretary)
10/2/15
Date

Attachment: FY15-16_Bio-Tox_Approved Contract (2177 : CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX LABORATORIES

EXHIBIT A

Scope of Service

1.0 Response Time: Contractor will provide an acceptable response time from notification that a specimen is ready for pickup. Preliminary drug screening results should be available within 24 to 48 hours after pick up, followed by confirmation testing of presumptive positive screened results. "Stat" sample testing will be completed in 24 hours or less. Delivery/postmark if mailing of final report, is no longer than (3) three working days (working days are 8:00 am to 5:00 pm, Monday through Friday). Final laboratory reports are to be delivered to the requesting agency. The laboratory shall be appropriately staffed to allow for STAT drug testing when requested by the agency.

2.0 Licenses & Certification:

- a. Qualifications of the lab director should include being licensed by the California Department of Health Services as a Supervising Clinical Toxicologist or a Board Certified Forensic Toxicologist;
- b. Supervisors of analyst must be licensed by the California Department of Health Services in Clinical Toxicology;
- c. It is recommended that the laboratory meet the Scientific and Technical Guidelines, and Standards for Certification of Laboratories engaged in urine drug testing for Federal agencies. The laboratory must be accredited in Forensic Toxicology by the American Board of Forensic Toxicology (ABFT).

3.0 Experience: Suppliers and agents of Contractor must be familiar with the handling of evidence and the proper protocol for documenting and maintaining the correct chain of evidence. All aspects of testing must be appropriately documented. The documentation will include personnel files on analysts, supervisors, directors, and all persons with access to specimens; chain of custody documents; quality assurance/control records; all test data; performance on proficiency testing can be accomplished and there is no deterioration of these items of evidence.

4.0 Expert Witness: The Riverside County Sheriff's Department/Moreno Valley Police Department reserves the right to request replacement of any professional during the life of this agreement that is found to be unacceptable to the Court. Contractor shall provide analysts and expert witnesses that have previously been established in court proceedings by judges and attorneys. Coroner Review consultations shall be provided by toxicologists familiar with post mortem cases and work in conjunction with coroner staff with additional investigative measures are warranted.

5.0 Testing Procedures:

- a. Testing must consist of the screening of appropriate bodily liquids (e.g., blood, urine, bile, vitreous, gastric contents) and tissues (e.g., liver, brain, spleen, muscle) for the presence or absence of drugs, followed by confirmation of the amounts of drugs by a second procedure based on a different chemical principle.

- b. Initial screening can be done by Enzyme Multiplied Immunoassay Test (EMIT) or Radioactive Immunoassay Test (RIA); however, only gas chromatography/mass spectroscopy will be considered acceptable for confirmation testing (thin layer chromatography is unacceptable). Example of drug panels, which may be required for testing, are noted in Exhibit B – Payment Provisions.
- c. Procedures for testing samples will include screening techniques such as Immunoassay Elisa kits, used in conjunction with Tecan instrumentation. The assays are used to determine the presence of parent molecule and/or metabolite of drugs of abuse in forensic samples such as whole blood, serum, plasma, urine, and/or tissues.
- d. Contractor may also use Liquid Chromatography/Mass Spectrometry/Mass Spectrometry (LC/MS/MS) analytical equipment for detecting the presence of drugs. Confirmation analysis will consist of LC/MS/MS. The second MS denotes tandem Mass Spectrometry, an additional separation step. LC/MS/MS will be used to provide quantitative results in most cases. In an effort to provide optimum result accuracy and efficiency, Contractor may enhance analytical methods to include new equipment and procedures.
- e. Contractor may utilize one or more secondary toxicology laboratories for forensic testing of substances not provided by the primary laboratory (Send out of other reference laboratory).
- f. The secondary facility shall conform to the license and certification requirements of the primary laboratory. Analysis not performed by Contractor may be sent to a secondary toxicology laboratory whereby Contractor acts as a pass-through laboratory for convenience to the Riverside County Sheriff's Department/Moreno Valley Police Department.
- g. Contractor has existing accounts with reference laboratories and will handle the sample packaging and shipping once in house testing has been completed. Contractor will accept the routine billing and payment responsibilities for these tests and pass through the results from the specified laboratory. Fees for these services will be billed accordingly during monthly invoice cycles.
- h. Chain of custody will be maintained by Contractor until the point of shipping, at which time the chain of custody is transferred to the reference lab. Reference lab will maintain chain of custody and provide the sample return upon request.

6.0 Locations: Locations where the lab may expect to obtain specimens from however, this is not to be considered a complete list. It is only a representation of the major places that were used in the past.

Riverside County Sheriff-Coroner Forensic Center West, Perris, CA

Riverside County Sheriff-Coroner Forensic Center East, Indio, Ca

Riverside County Sheriff-Jail, Riverside, CA

Riverside County Sheriff-Jail, Indio, CA

Riverside County Sheriff-Jail, Southwest Justice Center, CA

Riverside County Sheriff Station's-Jurupa Valley, Moreno Valley, Southwest, Lake Elsinore, Perris, Cabazon, Palm Desert, and Indio.

City of Corona Police Department

Corona Police Department
 849 W. Sixth Street
 Corona, CA 92882
 951-279-3685

Riverside Police Department

10540 Magnolia Avenue
 Riverside, CA 92505
 951-353-7100

City of Riverside Police Department

Riverside Police Department
 4102 Orange Street
 Riverside, CA 92501
 951-787-7911

Riverside Community Hospital

4445 Magnolia Avenue
 Riverside, CA 92501
 951-788-3200

County Regional Medical Center

26520 Cactus Avenue
 Moreno Valley, CA 92555
 951-486-5650

Parkview Community Hospital

3865 Jackson Street
 Riverside, CA 92503
 951-688-2211

Kaiser Riverside-Park Sierra

10800 Magnolia Avenue
 Riverside, CA 92505
 951-353-3790

7.0 Special Considerations: The Contractor shall include an itemized listing of any potential special fees (e.g., handling charges, chain of custody, tissue preparation) and listing of tests requiring a secondary laboratory (send outs). It shall specify approximate turnaround times for reporting of results on routine, rush and STAT cases. Specimens are to be maintained for duration to be specified by the agency (at least three (3) years). At the present time, the Riverside County Sheriff-Coroner (to include the Moreno Valley Police Department) performs approximately 1100-1500 autopsies per year and 1000 consultations (examination of the decedent without autopsy). The investigation of most of the autopsied decedents requires varying degrees of toxicological support on one or more

specimens. A number of decedents not requiring autopsy will be expected to have a toxicological workup.

EXHIBIT B

City's Responsibilities

1. To provide Contractor preserved biological specimens for testing. To be used for criminal prosecution.

EXHIBIT C

Terms of Payment

1. The Contractor's compensation shall not exceed \$80,000.
2. The Contractor 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 City. Any invoice not paid 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 Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Police Department at

ntardy@moval.org or calls directed to (951) 486-6712

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or

Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

Payment Provisions

TEST DESCRIPTION	FEE
ALCOHOL	
ALCOHOL, URINE	\$ 39.00
ALCOHOL, VITREOUS	\$ 39.00
ALCOHOL, BLOOD	\$ 39.00
ALCOHOL, TISSUE	\$ 49.00
ALCOHOLIC BEVERAGE (including Pruno)	\$ 95.00
VOLITALES PANEL (ACETONE, ISOPROPANOL, METHANOL)	\$ 78.00
ANTICONVULSANT PANEL	
ANTICONVULSANT PANEL, SCREEN	\$ 125.00
ETHOSUXIMIDE	
10-HYDROXYCARBAZEPINE	
BUTABARBITAL	
BUTABITAL	
CARBAMAZEPINE	
CARBAMAZEPINE, 10, 11-EPOXIDE	
DIAZEPAM	
GABAPENTIN	
GLUTETHIMIDE	
LAMOTRIGINE	
LEVETIRACETAM	
MEPHENYTOIN	
MEPHOBARBITAL	
METHSUXIMIDE	
NORDIAZEPAM	
NORMETHSUXIMIDE	
OXCARBAZEPINE	
PENTOBARBITAL	
PHENYTOIN	
PRIMIDONE	
SECOBARBITAL	
TOPIRAMATE	
BARBITURATE CONFIRMATION, LC/MS/MS	
BARBITURATE CONFIRMATION, LC/MS/MS	\$ 125.00
BUTALBITAL	
PHENOBARBITAL	
PENTOBARBITAL	
SECOBARBITAL	
BENZODIAZEPINES CONFIRMATION, LC/MS/MS	

Attachment: FY15-16_Bio-Tox_Approved Contract (2177 : CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX LABORATORIES

BENZODIAZEPINES CONFIRMATION, LC/MS/MS	\$ 145.00
ALPRAZOLAM	
CHLORDIAZEPOXIDE	
CLONAZEPAM	
DIAZEPAM	
ESTAZOLAM	
FLUNITRAZEPAM	
FLURAZEPAM	
LORAZEPAM	
MIDAZOLAM	
OXAZEPAM	
TEMAZEPAM (RESTORIL)	
TRIAZOLAM (HALCION)	
HYDROXALPRAZOLAM	
7-AMINOCLOAZEPAM	
NORCHLORDIAZEPOXIDE	
NORDIAZEPAM	
DESALKYFLURAZEPAM	
AMINOFLUNITRAZEPAM	
HYDROXYTRIAZOLAM	
CANNABINOIDS CONFIRMATION, LC/MS/MS	
CANNABINOIDS CONFIRMATION, LC/MS/MS (BLOOD OR URINE)	\$ 85.00
COCAINE CONFIRMATION LC/MS/MS	
COCAINE CONFIRMATION LC/MS/MS	\$69.00
BENZOLECOGONINE	
COCAETHYLENE	
COMPREHENSIVE PANEL DRUG SCREEN	
COMPREHENSIVE PANEL DRUG SCREEN (BLOOD, URINE, OR VITREOUS)-OVER 150 PRESCRIPTION DRUGS	\$114.94
COMPREHENSIVE PANEL DRUG SCREEN (TISSUE)	\$124.94
OTHER DRUG SCREENS	
CORONER PANEL DRUG SCREEN (URINE, BLOOD, OR VITREOUS)-AMPHETAMINES, BARBITURATES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, ALCOHOL	\$55.00
CORONER PANEL DRUG SCREEN (TISSUE)	\$65.00
4 PANEL DRUG SCREEN (COCAINE METABOLITE, METHAMPHETAMINE, OPIATES, PCP)-ANTI MORTEM CASES ONLY	\$25.00
AMPHETAMINES SCREEN (URINE, BLOOD, OR VITREOUS)	\$19.00
AMPHETAMINES SCREEN, TISSUE	\$25.00
BARBITURATES SCREEN	\$35.00
BATH SALTS DRUG SCREEN	\$125.00
BENZODIAZEPINES SCREEN	\$19.00

Attachment: FY15-16_Bio-Tox_Approved Contract (2177 : CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX LABORATORIES

CANNABINOIDS SCREEN	\$19.00
COCAINE METABOLITE SCREEN	\$19.00
DESIGNER STIMULANT SCREEN	\$125.00
EXPANDED IA SCREEN (BENZODIAZEPINES, CANNABINOIDS +4 PANEL)-ANTI MORTEM CASES ONLY	\$35.00
LSD SCREEN	\$75.00
METHADONE SCREEN, LC/MS/MS	\$45.00
OPIATES SCREEN, TISSUE	\$25.00
OPIATES SCREEN (URINE, BLOOD, OR VITREOUS)	\$19.00
PHENCYCLIDINE SCREEN	\$19.00
METHAMPHETAMINE CONFIRMATION, LC/MS/MS	
METHAMPHETAMINE CONFIRMATION, LC/MS/MS	\$69.00
AMPHETAMINE	
METHYLENEDIOXYAMPHETAMINE (MDA)	
METHYLENEDIOXYMETHAMPHETAMINE (MDMA)	
BETA-PHENETHYLAMINE	
OPIATE CONFIRMATION LC/MS/MS	
OPIATE CONFIRMATION LC/MS/MS	\$85.00
MORPHINE	
CODEINE	
OXYCODONE	
HYDROCODONE	
HYDROMORPHONE	
OXYMORPHONE	
MONACETYLMORPHINE	
PHENCYCLIDINE CONFIRMATION, LC/MS/MS	
PHENCYCLIDINE CONFIRMATION, LC/MS/MS	\$35.00
PRESCRIPTION DRUGS (WITH METABOLITE) AND OTHER	
ACETAMINOPHEN	\$75.00
ALBUTEROL	\$99.00
AMITRIPTYLINE	\$99.00
ATENOLOL	\$99.00
BACLOFEN	\$125.00
BENZTROPINE	\$75.00
BROMPHENIRAMINE	\$99.00
BUPRENORPHINE	\$99.00
BUPROPION	\$125.00
BUSPIRONE (BUSPAR)	\$99.00
CARBAMAZEPINE	\$99.00
CARISOPRODOL	\$99.00
CHLORPHENIRAMINE	\$99.00
CHLORPROMAZINE	\$99.00

Attachment: FY15-16_Bio-Tox_Approved Contract (2177 : CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX LABORATORIES

CITALOPRAM	\$99.00
CLOMIPRAMINE	\$99.00
CLONIDINE	\$99.00
CYCLOBENZAPRINE	\$99.00
DESIGNER STIMULANT CONFIRMATION, PER DRUG	\$105.00
DEXTROMETHORPHAN	\$99.00
DIPHENHYDRAMINE	\$79.00
DOXEPIN	\$79.00
DOXYLAMINE	\$99.00
DULOXETINE	\$99.00
FENTANYL	\$99.00
FLUOXETINE	\$99.00
GABAPENTIN	\$125.00
GAMMA-HYDROXYBUTYRIC	\$195.00
HALOPERICOL	\$99.00
HYDORXYZINE	\$99.00
KETAMINE	\$99.00
LAMOTRIGINE	\$99.00
LEVETIRACETAM	\$99.00
LEVORPHANOL	\$99.00
LIDOCAINE	\$99.00
MECLIZINE	\$89.00
MEPERIDINE	\$99.00
MESCALINE	\$75.00
METHADONE SCREEN, LC/MS/MS	\$75.00
METHOCARBAMOL	\$99.00
METHYLPHENIDATE	\$99.00
MIRTAZAPINE	\$99.00
NALOXONE	\$99.00
OLANZAPINE	\$99.00
OXCARBAZEPINE	\$99.00
PAROXETINE	\$99.00
PHENAZEPAM	\$99.00
PHENTERMINE	\$99.00
PHENYLPROPANOLAMINE	\$99.00
PHENYTOIN	\$125.00
PRIMIDONE	\$99.00
PROMETHAZINE	\$125.00
PROPRANOLOL	\$99.00
PSEUDOEPHEDRINE	\$99.00
QUETIAPINE	\$99.00

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RESPERIDONE	\$99.00
SCOPOLAMINE	\$99.00
SERTALINE	\$99.00
TOPIRAMATE	\$99.00
TRAMADOL	\$99.00
TRAZODONE	\$99.00
VENLAFAXINE	\$99.00
VERPAMIL	\$99.00
ZALEPLON	\$99.00
ZIPRASIDONE	\$99.00
ZOLPICLONE	\$99.00
ZOLPIDEM	\$99.00
SPECIAL FEES	
CAPITATION CORONER PANEL*	\$375
CAPITATION COMPREHENSIVE PANEL*	\$600
CAPITATION CORONER REVIEW*	\$800
CHAIN OF CUSTODY - storage only per sample; no testing; anti mortem	\$12
CHAIN OF CUSTODY - storage only per sample; no testing post mortem after first 3 samples	\$12
HANDLING, SHIPPING, & SPECIAL CARE	AT COST
LEAKING SAMPLE	\$15
MATRIX EFFECT - Unsuccessful analysis due to unusual problems with submitted sample.	\$150
NAME DISCREPANCY	\$15
RUSH SAMPLE ANALYSIS 1-2 weeks turnaround time depending on complexity of case	no charge
STAT PICK UP FEE-60 MILE MAXIMUM (Call for other arrangements outside of 60 miles)	\$75
SAMPLE RETURN	\$15
STAT FEE, PER TEST-24 to 48 hours turnaround time	\$200
TISSUE PREPARATION	\$50

*Capitation fees only include drugs tested at Contractor and are inclusive of the coroner panel or comprehensive panel drugs, (i.e. Bath salts not included and GHB are not included in cap rates.

Note: Drugs listed are subject to review and change as deemed necessary by laboratory management.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA LIC 0B29370 1-925-244-7700 Edgewood Partners Insurance Centers (EPIC) [Inland Empire - Branch ID 14542] P.O. Box 5003 San Ramon, CA 94583 INSURED Biotox Laboratories 1965 Chicago Avenue, Suite C Riverside, CA 92507	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (925) 244-7700 FAX (A/C, No): (925) 901-0671 E-MAIL ADDRESS: EPICcerts@edgewoodins.com INSURER(S) AFFORDING COVERAGE INSURER A: LANDMARK AMER INS CO A+ (xiv) CA NAIC # 33138 INSURER B: AMERICAN ECONOMY INS CO A (xv) CA 19690 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** 44140434 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		LHC826763	06/01/15	06/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ 1,000,000 \$
X	COMMERCIAL GENERAL LIABILITY					
X	CLAIMS-MADE OCCUR					
X	BI/PD Ded: 2,500					
	GENL AGGREGATE LIMIT APPLIES PER.					
X	POLICY PROJECT LOC					
B	AUTOMOBILE LIABILITY		01CI0802738	06/01/15	06/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
X	ANY AUTO					
X	ALL OWNED AUTOS	SCHEDULED AUTOS				
X	HIRED AUTOS	NON-OWNED AUTOS				
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	E&O		LHC826763	06/01/15	06/01/16	Med Prof Liab 1,000,000 Per Claim 1,000,000 Combined Agg 3,000,000
	Claims Made					
	Ded \$2,500/Claim					

APPROVED AS TO FORM:
DATE: 2-2-15
BY: [Signature]
CITY ATTORNEY
CITY OF MORENO VALLEY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Moreno Valley, the City of Moreno Valley Community Services District, and the Moreno Valley Housing Authority, their officers, employees and agents are named as additional insured. This insurance is primary and non contributory in regards to the general liability.

CERTIFICATE HOLDER City of Moreno Valley 14177 Frederick Street PO Box 88005 Moreno Valley, CA 92552 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Attachment: FY15-16_Bio-Tox_Approved Contract (2177 : CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX LABORATORIES

ENV 3856 2 OF 6 F

LANDMARK AMERICAN INSURANCE COMPANY

This Endorsement Changes The Policy. Please Read It Carefully.

**ADDITIONAL INSURED
(BLANKET - PRIMARY)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

WHO IS AN INSURED (Section II) is amended to include as an insured: any person, organization, trustee, estate or Governmental entity to whom or to which you are obligated, by virtue of a written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to operations performed by you or on your behalf or to facilities used by you and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy; provided that such person, organization, trustee, estate or Governmental entity shall be an Insured only with respect to occurrences taking place after such written contract has been executed or such permit has been issued.

If you are required by a written contract to provide primary insurance this policy shall be primary as respects your negligence and Section IV, Condition 4. Other Insurance does not apply, but only with respect to coverage provided by this policy.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 06/01/15
forms part of Policy Number LHC826763 ✓
issued to BIO TOX LABORATORIES INC
by Landmark American Insurance Company

Endorsement No.: 01

RSG 95001 0903

ENV 1854 7 OF 6 R
Attachment: FY15-16_Bio-Tox_Approved Contract (2177 : CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX LABORATORIES

P526002002
20150602317



POLICY NUMBER: 01C10802738 ✓

COMMERCIAL AUTO
CA 71 10 03 07



Attachment: FY15-16_Bio-Tox_Approved Contract (2177 : CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX LABORATORIES
ENV 3856 3 OF 6 F

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO – PHYSICAL DAMAGE COVERAGE

Under paragraph C. – CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 – COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION II – LIABILITY COVERAGE – A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE – A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
 - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
 - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
 - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
 - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
 - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
- (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

AIRBAG COVERAGE

Under paragraph B. — EXCLUSIONS of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

TWO OR MORE DEDUCTIBLES

Under SECTION III -- PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

LOAN/LEASE GAP COVERAGE

Under paragraph C -- LIMIT OF INSURANCE of SECTION III -- PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or

b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

GLASS REPAIR -- WAIVER OF DEDUCTIBLE

Under paragraph D. -- DEDUCTIBLE of SECTION III -- PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. -- DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS -- of SECTION IV -- BUSINESS AUTO CONDITIONS that you must notify us of an



"accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under Section IV — Business Conditions, Paragraph B.7.b.e(1) is replaced by the following:

- (1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit,

deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on

Rental Reimbursement Coverage Form
CA 99 23.

the manufacturer for the installation of a radio.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.

However, this does not include tapes, records or discs.
3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. permanently installed in the opening of the dash or console normally used by

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

return or replace damaged or stolen property will be reduced by a \$100 deductible.

- 4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

SECTION V – DEFINITIONS is amended by adding the following:

- Q.** "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R.** "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**



Attachment: FY15-16_Bio-Tox_Approved Contract (2177 : CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX LABORATORIES

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2.00 % of the total policy premium otherwise due on such remuneration.

The minimum premium for this endorsement is \$ 350.00

Schedule

Person or Organization

Job Description

ALL ORGANIZATIONS FOR WHOM THE WAIVER OF SUBROGATION IS ISSUED

ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2014

Policy No. 2200057413-141

Endorsement No. 1

Insured BIOTOX LABORATORIES, INC.

Premium \$

Insurance Company

Oak River Insurance Company

WC 99 04 10A
(Ed 07-07)

Edgewood Partners Insurance Centers (EPIC)
P.O. Box 5003
San Ramon, CA 94583

201506023317

Electronic Service Requested

EBIX BPO



3856 1.1752 AT 0.413 3-DIGIT 923



City of Moreno Valley 31
PO BOX 88005
MORENO VALLEY, CA 92552-0805

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be requested by the Named Insured.-

cc:

The data included in this notice and in the attached document is confidential to Ebix BPO
and the party responsible for bringing you this information.

Attachment: FY15-16_Bio-Tox_Approved Contract (2177 : CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX LABORATORIES



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/14/2015

A.14.c

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	CONTACT NAME: Paychex Insurance Agency Inc
	PHONE (A/C, NO, EXT): 877-266-6850 FAX (A/C, No): 585-389-7426 E-MAIL ADDRESS: Certs@paychex.com
INSURED Bio-tox Laboratories Inc 1965 CHICAGO AVE STE C RIVERSIDE, CA 92507-0000	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Liberty Mutual Fire Insurance 23035
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSR	SUBR MVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2291464217015	06/01/2015	05/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CITY OF MORENO VALLEY 14177 FREDERICK ST PO BOX 88005 MORENO VALLEY, CA 92552	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Margaret M. Regan</i>
---	--

Attachment: FY15-16_Bio-Tox_Approved Contract (2177 : CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX LABORATORIES

**FIRST AMENDMENT TO AGREEMENT
FOR Bio-Tox Laboratories
PROJECT NO. PO# 2016-837**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and Bio-Tox Laboratories, hereinafter referred to as “Consultant.” This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “AGREEMENT Bio-Tox Laboratories,” hereinafter referred to as “Agreement,” dated 10/15/2015.

Whereas, the Consultant is providing toxicology services .

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated 06/13/2016 for expansion of the scope of work to be performed. A copy of said Proposal is attached as “Exhibit A-First Amendment” and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of 06/30/2016 is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit “B” to the Agreement is hereby amended by adding to the scope of work section described in “Exhibit A – First Amendment,” entitled “Bio-Tox Laboratories.”

FIRST AMENDMENT TO AGREEMENT FOR Bio-Tox Laboratories
PROJECT NO. PO# 2016-837

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A – First Amendment," entitled "Bio-Tox Laboratories."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$15,000, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in "Exhibit A – First Amendment."

1.5 The total "Not-to-Exceed" fee for this contract is \$95,000 (\$80,000 for the original Agreement plus \$15,000 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR Bio-Tox Laboratories
PROJECT NO. PO# 2016-837

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

City of Moreno Valley

Insert Consultant Name

By: _____
Michelle Dawson, City Manager

By: _____
Tracey Stangarone

Date: _____

Title: _____
Business Manager

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

By: _____

Title: _____
(Corporate Secretary)

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachments: Exhibit A – First Amendment

Attachment: FY15-16_Bio-Tox_FIRST AMENDMENT TO AGREEMENT (2177 : CONTRACT AND PURCHASE ORDER AMENDMENT TO BIO-TOX



Report to City Council

TO: Mayor and City Council

FROM: Terrie Stevens, Administrative Services Director

AGENDA DATE: July 5, 2016

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

The attached list of personnel changes scheduled since the last City Council meeting are presented for City Council ratification.

FISCAL IMPACT

All position changes are consistent with appropriations previously approved by the City Council.

PREPARATION OF STAFF REPORT

Prepared By:
Terrie Stevens
Administrative Services Director

Department Head Approval:
Terrie Stevens
Administrative Services Director

CITY COUNCIL GOALS

None

ATTACHMENTS

1. List of Personnel Changes

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/15/16 11:50 AM
City Attorney Approval	<u>✓ Approved</u>	6/15/16 2:07 PM
City Manager Approval	<u>✓ Approved</u>	6/22/16 6:18 PM

City of Moreno Valley
Personnel Changes
July 5, 2016

New Hires

Samantha Bloch, Management Aide (FTC), Public Works/Special Districts

Promotions

Michael Lloyd

From: Senior Engineer, Public Work/Capital Projects

To: Engineering Division Manager, Public Works/Land Development

Pamela Chaffin

From: Code Compliance Officer (Temp), Community Development

To: Code Compliance Officer (Career), Community Development

Transfers

None

Separations

Liliana Alvarado, Executive Assistant I, Financial and Management Services

Debbie Rosales, Principal Accountant, Financial and Management Services



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: July 5, 2016

TITLE: ADOPTION OF RESOLUTION FOR CITY USER FEE SCHEDULE FOR FISCAL YEAR 2016/17

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing on the FY 2016-17 Fee Schedule.
2. Adopt Resolution No. 2016-58, a Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Various Services for Fiscal Year 2016-17 and Repealing Prior Resolutions that may be in Conflict Approving the FY 2016-17 Fee Schedule.

SUMMARY

The City of Moreno Valley is allowed to recover cost for certain services provided at the request of the public. Based on California statutes, cities are able to recover up to the full cost of services which are provided based on voluntary requests from the public. Stipulations included regarding the charging of fees require that any revenues collected related to the provision of these services can only be used to offset costs related to the performance of the requested services or activities. Also the fees may not exceed the estimated reasonable cost of providing that service.

The findings from the cost analysis have been presented to the Finance Sub-Committee for review and comment at their meetings on February 24, 2016 and May 24, 2016. The Finance Subcommittee has reviewed the user fee study, additional comparative data and discussed strategies for implementing the new fee structure in a manner that would not raise the fee impacts to developers but would still allow staff to move forward with the implementation of the new development permitting software. The user fee study and the proposed fees were additionally presented at a City Council study session on June 14, 2016.

Staff also requested input from the Building Industry Association (BIA) and the National Association of Industrial and Office Parks (NAIOP). The BIA will be recommending the City Council adopt the results of the user fee schedule methodology, but modified so that the resulting fee amounts for single-family detached dwellings remain equal to the current fee schedule. Additionally, the BIA will also be recommending that an adequate sampling of future time data on projects be utilized for the City to ultimately incorporate into future updates of the user fee schedule. Along with the aforementioned modifications, the BIA also supports the user fee study moving forward in a timely fashion to enable the City to progress with its implementation of new permit tracking software.

DISCUSSION

In late 2014 the City began the study to determine the underlying costs associated with city services in order to establish a basis for setting the user fees for the coming year. NBS was hired to perform this cost analysis. With the completion of the cost analysis portion of the project, the City Council now has the ability to review the cost findings and establish the new user fee schedule. The last time a study of this type was conducted was 2006 with the fees implemented during FY 2008. Due to the amount of analysis that is required for this type of study, we have generally conducted a full study every 5 to 8 years.

In conjunction with the cost analysis, the City is in the process of implementing new development services software which is intended to leverage current technologies to streamline the permitting/inspection process. The cost analysis and the modification of the overall fee structure for some divisions reflect a structure which is intended to take advantage of the strength of the software and to allow the development, permitting and inspection processes to flow more efficiently, thus potentially saving time for both City staff and the development community. The new software implementation is tentatively scheduled to occur in late 2016/early 2017, following the adoption of the new user fee structure.

At the Finance Subcommittee meeting on February 24, 2016, staff presented a description of the cost analysis process, information related to state statutes addressing the setting of fees and the preliminary draft report based on the completed cost analysis and the maximum cost recovery amounts.

On April 27, 2016, the City met with representatives from the Building Industry Association of Southern California, Riverside County Chapter (BIA). The meeting was called to share the proposed methodology of the draft user fee study and discuss some concerns the BIA has regarding the City's building plan review and permit fees for single-family detached dwellings. As a result of the meeting, the BIA is in support of the shift from a valuation based fee structure to a time-motion system to more accurately develop appropriate cost recovery for City services. It was emphasized to the BIA that this new system will enhance the customer's experience with respect to process tracking, status updates, scheduling and access to key information. The system will

also provide a tool to track time for all permit processes and enable the City to create a database of information for future fee schedule refinements.

The BIA will be recommending the City Council adopt the results of the user fee schedule methodology, but modified so that the resulting fee amounts for single-family detached dwellings remain equal to the current fee schedule. Additionally, the BIA will also be recommending that an adequate sampling of future time data on projects be utilized for the City to ultimately incorporate into future updates of the user fee schedule. Along with the aforementioned modifications, the BIA also supports the user fee study moving forward in a timely fashion to enable the City to progress with its implementation of new permit tracking software.

At the May 24, 2016 Finance Subcommittee meeting, the members reviewed additional comparative data and discussed strategies for implementing the new fee structure in a manner that would not raise the fee impact to developers but would still allow staff to move forward with the implementation of the new development permitting software.

The proposed fee schedule was reviewed by the City Council in a Study Session on June 14, 2016, and the recommendations from that meeting have been incorporated into the final document, including the implementation of a new fee structure that will not raise the fee impacts to developers.

If the fee resolution is adopted it is anticipated that non-development fees will go into effect Monday July 11, 2016. Fees related to development services will be effective when the Accela ACP software is implemented and goes live. Divisions that are included in the development services category include:

- Planning
- Building & Safety
- Fire Prevention
- Land Development
- Special Districts (development related fees only)
- Transportation

ALTERNATIVES:

1. That the City Council conduct a public hearing on the proposed fee schedule for FY 2016-17 and adopt Resolution No. 2016-58. *Staff recommends this alternative since this establishes the Fee Resolution for FY 2016-17 and allows staff to update the necessary systems that utilize these fees.*
2. Do not conduct a public hearing on the proposed fee schedule for FY 2016-17 and do not adopt Resolution No. 2016-58 and provide staff with additional direction. *Staff does not recommend this alternative since this will result in a delay in the programming of the new fee structure into the City's software applications.*

FISCAL IMPACT

The fiscal impact for the adoption of the user fees will be determined based on the percentage of full costs recovery established by the City Council. Additionally, as most user fees are based on a request for service, any impacts of the user fees recovery levels may also be impacted by the number of future request for services.

NOTICE

Public notice of the public meeting was provided through the newspaper on Monday, June 20, 2016 and again on Monday June 27, 2016.

PREPARATION OF STAFF REPORT

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Marshall Eyerman
Chief Financial Officer

ATTACHMENTS

- 1. Proposed User Fee Schedule

CITY COUNCIL GOALS

None

ATTACHMENTS

- 1. Resolution No. 2016-58
- 2. FY 16-17 Fee Schedule draft
- 3. Dev Fee Analysis

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/21/16 10:53 AM
City Attorney Approval	<u>✓ Approved</u>	6/21/16 12:48 PM
City Manager Approval	<u>✓ Approved</u>	6/23/16 11:47 AM

RESOLUTION NO. 2016-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING SPECIFIED FEES FOR VARIOUS SERVICES FOR FISCAL YEAR 2016-17 AND REPEALING PRIOR RESOLUTIONS THAT MAY BE IN CONFLICT

WHEREAS, pursuant to the police power granted by Article XI Section 7 of the California Constitution cities may impose fees charges and rates for certain municipal services; and

WHEREAS, in addition to the authority granted by the California Constitution Government Code section 66016 et seq provides that a city may establish or increase fees for certain public services by resolution; and

WHEREAS, the City Council has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, the cost of rendering such services should be borne by the beneficiaries of such service; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public; and

WHEREAS, the City Council has duly considered at a duly noticed public hearing the question of whether or not to modify existing fees and establish new fees for such services, to provide more equitable cost recovery for such services; and

WHEREAS, at said hearing, the City Council duly considered all public comments which were made with respect to said question;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The fee schedule attached as Exhibit "A" hereto and incorporated herein is hereby approved and adopted.
2. There is a reasonable relationship between the fees to be collected or the provision of various City services and the City's costs in providing those services as identified in the data made available.
3. The fees set forth in Exhibit "A" do no exceed the actual or estimated costs to the City of providing the services to which the fees relate.

4. The fees set forth in Exhibit "A" are necessary to enable the City to provide the services to which they relate.

5. Where services are performed for the City by another governmental agency, the fees charged by the City shall be adjusted upward or downward to reflect fluctuations, if any, in the price which the City pays to the other government agency for such services. Such adjustments shall be made as the fluctuations occur if imposed upon the City without recourse.

6. All prior enactments of the City Council establishing fees for services, materials, impact and mitigation are hereby repealed to the extent that such enactments establish fees for services, materials and mitigation which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.

7. All fees established by this Resolution shall, when collected, be paid to the City Treasurer for deposit into the General Fund of the City or into such special funds as may be otherwise required by law.

8. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect any other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

9. Each fee or charge set by this Resolution is for the specific process or service to which the fee or charge is related. When a process or service in addition thereto is requested or required, the appropriate additional fee or charge shall be imposed and collected only upon approval of the City Council.

10. When a fee or charge is indicated on a unit basis, a fee or charge for each such unit or portion of a unit associated with the requested or required process or service shall be imposed and collected.

11. If a deposit has been made on account of a fee or charge, and where the deposit is insufficient to pay the later-determined actual fee or charge, the balance due shall be paid to the City before any associated entitlement or permit is issued to the applicant. If the amount of the deposit exceeds the later-determined actual fee or charge, the overage shall be refunded to the applicant, except that an overage of one dollar or less shall not be refunded but shall be transferred to the General Fund of the City.

12. The fees approved, increased and established herein shall become effective July 11, 2016 for fees considered to be non-development related. For fees considered to be development related the fee schedule will become effective not less than 60 days after the adoption of the Resolution but not until the Accela ACP software is implemented, as determined by the Community Development Director.

APPROVED AND ADOPTED this 5th day of July, 2016.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution No. 2016-58 [Revision 4] (2131 : ADOPTION OF RESOLUTION FOR CITY USER FEE SCHEDULE FOR FISCAL YEAR

3
Resolution No. 2016-58
Date Adopted: July 5, 2016

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-58 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of July, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

4
Resolution No. 2016-58
Date Adopted: July 5, 2016

Attachment: Resolution No. 2016-58 [Revision 4] (2131 : ADOPTION OF RESOLUTION FOR CITY USER FEE SCHEDULE FOR FISCAL YEAR



City of Moreno Valley

Schedule of City Fees, Charges and Rates

D R A F T
Fiscal Year 2016-17

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

City of Moreno Valley

Schedule of City Fees, Charges and Rates

Fiscal Year 2016-17

	<u>Department / Division</u>	<u>Page No.</u>
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	Library Services	5
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Section 3 -	City Manager	
	Cable TV Administration and Programming	7
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	Planning	30
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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 1 - Administrative Services

Animal Services

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Adoption Fee (Does not include the cost for spay/neuter)			
Dogs	Each	\$ 31.00	\$ 31.00
Cats	Each	\$ 20.00	\$ 20.00
Rabbit, Hamsters and Guinea Pigs	Each	\$ 10.00	\$ 10.00
Other Animals *	Each	\$ 10.00	\$ 10.00
* Fee for "Other Animals" not to exceed the fair market price			
Deposits (Refundable)			
Rabies Vaccination	Each	\$ 20.00	\$ 20.00
Spay & Neuter	Each	\$ 75.00	\$ 75.00
Owner Relinquishment			
Dog/Cat*	Each	\$ 23.00	\$ 23.00
Dog/Cat-Litter*	Each	\$ 23.00	\$ 23.00
Other Domestic*	Each	\$ 10.00	\$ 10.00
* Owner may be asked to pay for the cost of spay/neuter and/or vaccines			
** Out of area animals are accepted at the discretion of shelter staff based on adoptability and shelter population			
Owner Requested Companion Pet Euthanasia			
Small/Medium (0-50 lbs)	Each	\$ 23.00	\$ 23.00
Medium/Large (> 50 lbs)	Each	\$ 28.00	\$ 28.00
Litter (up to 8)	Each	\$ 23.00	\$ 23.00
Litter (each add'l >8)	Each	\$ 2.00	\$ 2.00
Deceased Animal Disposal			
Small/Medium (0-50 lbs)	Each	\$ 18.00	\$ 18.00
Medium/Large (51+ lbs)	Each	\$ 23.00	\$ 23.00
Animal Redemption			
1st Impound	Per Animal	\$ 27.00	\$ 27.00
2nd Impound	Per Animal	\$ 53.00	\$ 53.00
3rd Impound	Per Animal	\$ 80.00	\$ 80.00
More than 3 (each occurrence)*	Per Animal	See Note *	See Note *
Small Livestock **	Per Animal	\$ 31.00	\$ 31.00
Large Livestock **	Per Animal	\$ 61.00	\$ 61.00
Other (birds, reptiles, etc)	Per Animal	\$ 20.00	\$ 20.00
* Impound fee will increase by \$50 for each additional occurrence. For example the 4th occurrence would be \$125, the 5th occurrence would be \$175 etc.			
** Trailering Fee		\$ 61.00	\$ 61.00
		+ actual cost for ACO	+ actual cost for ACO

DRAFT

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 1 - Administrative Services

Animal Services

Boarding

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Dogs, Cats & Other	Per Day	\$ 6.00	\$ 6.00
Small Livestock	Per Day	\$ 8.00	\$ 8.00
Large Livestock	Per Day	\$ 11.00	\$ 11.00
Other Small Animals	Per Day	\$ 5.00	\$ 5.00
Special handling fee (Special handling relates to call that require additional Animal Control Officers or extraordinary circumstances such as badly decomposed, owned, deceased animals or transportation to a Veterinarian for sick/injured animals.)	Per Animal	\$ 21.00	\$ 21.00
Re-inspection Fee (Failed compliance on confinement/property inspections)	Per Inspection	\$ 52.00	\$ 52.00

Licensing

Dog (altered)			
	1 year	Each	\$ 15.00
	2 year	Each	\$ 27.00
	3 year	Each	\$ 34.00
Dog (unaltered)			
	1 year	Each	\$ 52.00
	2 year	Each	\$ 84.00
	3 year	Each	\$ 105.00
Potentially Dangerous/Vicious Economic Hardship* (altered only)		Each	\$ 105.00 \$ 6.00

Licensing (cont)

*Residents must provide proof that they earn 65% of the median income as set by HUD for the County of Riverside.

Late Fee	Each	\$ 20.00	\$ 20.00
Transfer Fee	Each	\$ 6.00	\$ 6.00
Lost Tag Replacement	Each	\$ 6.00	\$ 6.00

Kennel

Class I Dog			
	1 year	Each	\$ 137.00
	2 year	Each	\$ 200.00
Class II Dog			
	1 year	Each	\$ 205.00
	2 year	Each	\$ 266.00
Cattery			
	1 year	Each	\$ 137.00
	2 year	Each	\$ 200.00
Late Fee			\$ 65.00

D R A F T

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 1 - Administrative Services

Animal Services

Other Services

	<u>Unit</u>	<u>Current Fee</u>		<u>Proposed Fee</u>
Dog DA2PP Vaccination *	Each	\$ 10.00		\$ 10.00
Cat FVRCP Vaccination **	Each	\$ 10.00		\$ 10.00
Bordatella Vaccination	Each	\$ 10.00	See Note 1	\$ 10.00
Microchip (Owner to pay AKC registration fee)	Each	\$ 16.00		\$ 16.00

* DA2PP Vaccination- Distemper, Adeno-2, Parvo and Oanfluenza (commonly known as a 5 in 1)

** FVRCP Vaccination - Feline Viral Rhinotracheitus (FHV-1), Calicivirus and Panleukopenia (commonly known as a 4 in 1)

Trap Rental

Cat				
	Trap Rental	per Week	\$ 12.00	\$ 12.00
	Refundable Deposit		\$ 50.00	\$ 50.00
Dog				
	Trap Rental	per Week	\$ 21.00	\$ 21.00
	Refundable Deposit		\$ 150.00	\$ 150.00

Requests for Information	per Page	\$ 0.20		\$ 0.20
Pet Identification Tags	Each	\$5.50 - \$7.50		\$5.50 - \$7.50

Surcharges

Unlicensed Animal	Each	\$ 15.00		\$ 15.00
Un-altered Animal	Each	\$ 15.00		\$ 15.00
Out-of-area Service Request (for non-residents)	Each	\$ 26.00		\$ 26.00
Un-altered Kennel/Cattery	Each	\$ 52.00		\$ 52.00
Owner Field Service Request	Each	\$ 15.00		\$ 15.00
After Hours Emergency Field Response	Each	\$ 21.00		\$ 21.00

D R A F T

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 1 - Administrative Services

Unit
Current Fee
Proposed Fee

Animal Services

Municipal Code Reference	Violation	Offenses within a 36 month period		
		1st	2nd	3rd
10.02.020 A	Failure to License Dog/Wear License Tag	\$50.00	\$100.00	\$200.00
10.02.020 B	Failure to Vaccinate for Rabies	\$50.00	\$100.00	\$200.00
10.02.040	Failure to License Kennel/Cattery	\$100.00	\$200.00	\$500.00
10.02.105 A	Mandatory Microchipping - Dogs & Cats	\$50.00	\$100.00	\$200.00
10.02.130 A-G	Animal Cruelty-Minor Offense	\$100.00	\$200.00	\$500.00
10.02.130 A-G	Animal Cruelty-Major Offense	\$200.00	\$500.00	
10.02.090 N	Animal Abandonment	\$100.00	\$200.00	\$500.00
10.02.080 A,B	Animal at Large-Altered	\$50.00	\$100.00	\$200.00
10.02.080 A,B	Animal at Large-Unaltered	\$100.00	\$200.00	\$500.00
10.02.080 E	Animal at Large-Threat to Public Safety	\$200.00	\$500.00	\$500.00 <small>(plus removal from City*)</small>
10.02.100	Failure to Provide Proof of Spay/Neuter (spay/neuter deposit forfeited)	\$150.00		
10.02.160	Failure to Comply with Public Nuisance Remedial Requirements	\$100.00	\$200.00	\$500.00
10.02.240-270	Failure to Comply with Requirements for Potentially Dangerous or Vicious Animals	\$500.00	\$500.00	<small>(plus removal from City*)</small>
10.02.120	Failure to Quarantine/Produce the Animal/Concealing Information	\$100.00	\$200.00	\$500.00
10.02.110	Barking Dog	\$100.00	\$200.00	\$500.00
10.02.140 C,D	Interference with ACE or Tampering with Animal/Equipment	\$100.00	\$200.00	\$500.00
10.02.010	Failure to Pay for Services Rendered or Outstanding Fees	\$50.00	<small>(plus outstanding balance)</small>	
H&S 122335	Dog Tethering Violation	\$50.00	\$100.00	\$200.00
H&S 122125-122220	Violation of Pet Protection Act (Businesses/Commercial Breeding)	\$50.00	\$200.00	\$500.00

* 10.20.160 B.8 Public Nuisance-Prohibit or regulate the acquiring and keeping within the city specified animals for a period of up to five years.

Section 1 - Administrative Services

Library

	Unit	Current Fee	Proposed Fee	
Replacement Library Card	Each	\$ 2.00	\$ 2.00	
Out of State Resident Card	Each	\$ 10.00	\$ 10.00	
Inter-Library Loan Overdue	per Day	\$ 2.00	\$ 2.00	
Floppy Disks (blank)	Each	\$ 1.00	\$ —	DELETE
Flash Drives & Earbuds	Each	\$ 5.00	\$ 5.00	
Replacement Bar Code	Each	\$ 1.00	\$ 1.00	
Account Printout	per Page	\$ 0.20	\$ —	DELETE
Printing - Black & White	per Page	\$ 0.20	\$ 0.20	
Printing - Color	per Page	\$ 0.75	\$ 0.75	
Copies - Black & White	per Page	\$ 0.15	\$ 0.15	
<u>Faxes</u>				
Send/Receive Public Faxes - Local	per Page	\$ 1.00	\$ 1.00	
Domestic Long Distance Faxes	per Page	\$ 2.00	\$ 2.00	
International Long Distance Faxes	per Page	\$ 3.00	\$ 3.00	
Exam Proctoring-	per Exam	\$ 15.00	\$ —	DELETE
Lost Materials	per Item	Actual Cost +	Actual Cost +	
Lost Material Processing	per Item*	\$ 10.00	\$ 10.00	

Fines

Overdue Books

Adult	per Item per Day	\$ 0.50	\$ 0.50
Children	per Item per Day	\$ 0.25	\$ 0.25
Overdue Videos, Kits & Book Club Bags	per Item per Day	\$ 1.00	\$ 1.00
Overdue CDs	per Item per Day	\$ 0.50	\$ 0.50
Overdue Audiocassettes	per Item per Day	\$ 0.50	\$ 0.50

Section 2 - City Clerk

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Agenda Subscription	per Year	\$ 108.00	\$ 108.00
Certification of Public Records	Each	\$ 6.00	\$ 6.00
Minutes Subscription	per Year	\$ 108.00	\$ 108.00
Municipal Code and Code Supplements	per Page	\$ 0.20 +mailing costs	\$ 0.20 +mailing costs
Nomination Papers Filing Fee	Each	\$ 25.00 Pursuant to §10228 of the CA Elections Code	\$ 10.00 Pursuant to §10228 of the CA Elections Code
Notice of Intent Filing Fee	Each	\$ 200.00 Pursuant to § 9202 of the CA Elections Code	\$ 200.00 Pursuant to § 9202 of the CA Elections Code
Audio Tape Recordings of Council Meetings	per Tape	\$ 2.00	\$ 2.00
Fair Political Practices Commission (FPPC)	per Page	\$ 0.10	\$ 0.10

D R A F T

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 3 - City Manager

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
<u>Cable TV Administration and Production</u>			
Video Recordings of Council Meetings	per Tape	\$ 6.00	\$ 6.00
Recordings of Council Meetings on DVD	per DVD	\$ 2.00	\$ 2.00
Recording of Council Meetings on CD (Audio only MP3 file)	per CD	\$ 2.00	DELETE
DVD Copy of files			
Existing file	per DVD	\$ 2.00	\$ 2.00
Non-Existing file	per DVD	\$ 2.00	\$ 2.00
Blue Ray recordings	per Disk	\$ 2.00	\$ 2.00
Motion Picture Permit (includes permit & business license)	per Permit	\$ 393.00	\$ 393.00

D R A F T

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 4 - Community & Economic Development

Building and Safety

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Water Heater Permit	Each	\$ 60	\$ 60
Water Heater Permit Re-inspection	Each	\$ 60	\$ 60
Water Heater Replacement	Each	\$ 60	\$ 60

Residential Tract Unit

Note: Residential tract plan check fees and residential tract housing inspection fees are based on the-

DELETE

1 Story Permit

<= 1,400 sq ft
> 1,400 sq ft

per 50 sq ft

~~\$ 480~~
~~\$ 8~~

~~\$ 480~~
~~\$ 8~~

DELETE
DELETE

1 Story Plan Check

<= 1,400 sq ft
> 1,400 sq ft

per 50 sq ft

~~\$ 680~~
~~\$ 7~~

~~\$ 680~~
~~\$ 7~~

DELETE
DELETE

1.5 Story Permit

<= 1,400 sq ft
> 1,400 sq ft

per 50 sq ft

~~\$ 556~~
~~\$ 8~~

~~\$ 556~~
~~\$ 8~~

DELETE
DELETE

1.5 Story Plan Check

<= 1,400 sq ft
> 1,400 sq ft

per 50 sq ft

~~\$ 840~~
~~\$ 9~~

~~\$ 840~~
~~\$ 9~~

DELETE
DELETE

2 Story Permit

<= 1,400 sq ft
> 1,400 sq ft

per 50 sq ft

~~\$ 675~~
~~\$ 9~~

~~\$ 675~~
~~\$ 9~~

DELETE
DELETE

2 Story Plan Check

<= 1,400 sq ft
> 1,400 sq ft

per 50 sq ft

~~\$ 840~~
~~\$ 9~~

~~\$ 840~~
~~\$ 9~~

DELETE
DELETE

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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

		Current Fee	Proposed Fee	
Site Plan Approval Tract Only	per Unit	\$ 93	\$ 93	DELETE
Structural Alterations Plan Check-Per Option				
1 Story-				
<= 1,400 sq ft		\$ 394	\$ 394	DELETE
> 1,400 sq ft	per 50 sq ft	\$ 3	\$ 3	DELETE
1.5 Story-				
<= 1,400 sq ft		\$ 415	\$ 415	DELETE
> 1,400 sq ft	per 50 sq ft	\$ 5	\$ 5	DELETE
2 Story-				
<= 1,400 sq ft		\$ 415	\$ 415	DELETE
> 1,400 sq ft	per 50 sq ft	\$ 5	\$ 5	DELETE
Non-Structural Alterations Plan Check-Per Option				
1 Story-				
<= 1,400 sq ft		\$ 165	\$ 165	DELETE
> 1,400 sq ft	per 50 sq ft	\$ 2	\$ 2	DELETE
1.5 Story-				
<= 1,400 sq ft		\$ 205	\$ 205	DELETE
> 1,400 sq ft	per 50 sq ft	\$ 2	\$ 2	DELETE
2 Story-				
<= 1,400 sq ft		\$ 205	\$ 205	DELETE
> 1,400 sq ft	per 50 sq ft	\$ 2	\$ 2	DELETE

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NEW CONSTRUCTION MODIFIER TABLES:

Commercial Uses - Structural (All newly constructed or added space for non-

Square Footage:

0 - 1,999	per project base @ 2,000 s.f.
2,000 - 4,999	per project base @ 2,000 s.f.
5,000 - 9,999	per project base @ 5,000 s.f.
10,000 - 24,999	per project base @ 10,000 s.f.
25,000 - 49,999	per project base @ 25,000 s.f.
50,000 plus	per project base @ 50,000 s.f.
> 50,000 add cost per sq. ft. modifier below to project base	per s.f.
Modifier for > 50,000 sf	per s.f.

	Current Fee	Proposed Fee	Current Fee	Proposed Fee	
	Plan Check		Inspection		
\$ -	\$ 2,155	\$ -	\$ 1,850	NEW	
\$ -	\$ 2,155	\$ -	\$ 1,850	NEW	
\$ -	\$ 3,080	\$ -	\$ 2,620	NEW	
\$ -	\$ 4,155	\$ -	\$ 3,850	NEW	
\$ -	\$ 6,310	\$ -	\$ 4,620	NEW	
\$ -	\$ 8,315	\$ -	\$ 6,465	NEW	
\$ -	\$ 8,315	\$ -	\$ 6,465	NEW	
\$ -	0.17	\$ -	0.13	NEW	

Commercial Uses - Structural (All newly constructed or added space for non-

Square Footage:

0 - 1,999	per project base @ 2,000 s.f.
2,000 - 4,999	per project base @ 2,000 s.f.
5,000 - 9,999	per project base @ 5,000 s.f.
10,000 - 24,999	per project base @ 10,000 s.f.
25,000 - 49,999	per project base @ 25,000 s.f.
50,000 plus	per project base @ 50,000 s.f.
> 50,000 add cost per sq. ft. modifier below to project base	per s.f.
Modifier for > 50,000 sf	per s.f.

\$ -	\$ 2,695	\$ -	\$ 2,310	NEW
\$ -	\$ 2,695	\$ -	\$ 2,310	NEW
\$ -	\$ 3,850	\$ -	\$ 3,270	NEW
\$ -	\$ 5,195	\$ -	\$ 4,810	NEW
\$ -	\$ 7,890	\$ -	\$ 5,775	NEW
\$ -	\$ 10,390	\$ -	\$ 8,080	NEW
\$ -	\$ 10,390	\$ -	\$ 8,080	NEW
\$ -	0.21	\$ -	0.16	NEW

Commercial Uses - Structural (All newly constructed or added space for non-

Square Footage:

0 - 1,999	per project base @ 2,000 s.f.
2,000 - 4,999	per project base @ 2,000 s.f.
5,000 - 9,999	per project base @ 5,000 s.f.
10,000 - 24,999	per project base @ 10,000 s.f.
25,000 - 49,999	per project base @ 25,000 s.f.
50,000 plus	per project base @ 50,000 s.f.
> 50,000 add cost per sq. ft. modifier below to project base	per s.f.
Modifier for > 50,000 sf	per s.f.

\$ -	\$ 4,040	\$ -	\$ 3,465	NEW
\$ -	\$ 4,040	\$ -	\$ 3,465	NEW
\$ -	\$ 5,775	\$ -	\$ 4,910	NEW
\$ -	\$ 7,795	\$ -	\$ 7,220	NEW
\$ -	\$ 11,835	\$ -	\$ 8,660	NEW
\$ -	\$ 15,590	\$ -	\$ 12,125	NEW
\$ -	\$ 15,590	\$ -	\$ 12,125	NEW
\$ -	0.31	\$ -	0.24	NEW

Residential and Multifamily Residential Uses - (All newly constructed)

Square Footage:

		Current Fee	Proposed Fee	Current Fee	Proposed Fee	
		Plan Check		Inspection		
0 - 1,999	per project base @ 2,000 s.f.	\$ -	\$ 1,850	\$ -	\$ 2,310	NEW
2,000 - 4,999	per project base @ 2,000 s.f.	\$ -	\$ 1,850	\$ -	\$ 2,310	NEW
5,000 - 9,999	per project base @ 5,000 s.f.	\$ -	\$ 2,310	\$ -	\$ 4,620	NEW
10,000 - 24,999	per project base @ 10,000 s.f.	\$ -	\$ 3,370	\$ -	\$ 10,775	NEW
25,000 - 49,999	per project base @ 25,000 s.f.	\$ -	\$ 4,620	\$ -	\$ 16,625	NEW
50,000 plus	per project base @ 50,000 s.f.	\$ -	\$ 6,005	\$ -	\$ 18,475	NEW
> 50,000	add cost per sq. ft. modifier below to project ba: per s.f.		\$ 6,005		\$ 18,475	NEW
	Modifier for > 50,000 sf		0.12		\$ 0.37	NEW

Residential and Multifamily Residential Uses - (All newly constructed)

Square Footage:

0 - 1,999	per project base @ 2,000 s.f.	\$ -	\$ 2,310	\$ -	\$ 2,885	NEW
2,000 - 4,999	per project base @ 2,000 s.f.	\$ -	\$ 2,310	\$ -	\$ 2,885	NEW
5,000 - 9,999	per project base @ 5,000 s.f.	\$ -	\$ 2,885	\$ -	\$ 5,775	NEW
10,000 - 24,999	per project base @ 10,000 s.f.	\$ -	\$ 4,235	\$ -	\$ 13,470	NEW
25,000 - 49,999	per project base @ 25,000 s.f.	\$ -	\$ 5,775	\$ -	\$ 20,785	NEW
50,000 plus	per project base @ 50,000 s.f.	\$ -	\$ 7,505	\$ -	\$ 23,090	NEW
> 50,000	add cost per sq. ft. modifier below to project ba: per s.f.		\$ 7,505		\$ 23,090	NEW
	Modifier for > 50,000 sf		0.15		\$ 0.46	NEW

Residential and Multifamily Residential Uses - (All newly constructed)

Square Footage:

0 - 1,999	per project base @ 2,000 s.f.	\$ -	\$ 3,465	\$ -	\$ 4,330	NEW
2,000 - 4,999	per project base @ 2,000 s.f.	\$ -	\$ 3,465	\$ -	\$ 4,330	NEW
5,000 - 9,999	per project base @ 5,000 s.f.	\$ -	\$ 4,330	\$ -	\$ 8,660	NEW
10,000 - 24,999	per project base @ 10,000 s.f.	\$ -	\$ 6,350	\$ -	\$ 20,205	NEW
25,000 - 49,999	per project base @ 25,000 s.f.	\$ -	\$ 8,660	\$ -	\$ 31,175	NEW
50,000 plus	per project base @ 50,000 s.f.	\$ -	\$ 11,260	\$ -	\$ 34,640	NEW
> 50,000	add cost per sq. ft. modifier below to project ba: per s.f.		\$ 11,260		\$ 34,640	NEW
	Modifier for > 50,000 sf		0.23		\$ 0.69	NEW

Hazardous Use - (All newly constructed or added space for hazardous use)

Square Footage:

0 - 1,999	per project base @ 2,000 s.f.
2,000 - 4,999	per project base @ 2,000 s.f.
5,000 - 9,999	per project base @ 5,000 s.f.
10,000 - 24,999	per project base @ 10,000 s.f.
25,000 - 49,999	per project base @ 25,000 s.f.
50,000 plus	per project base @ 50,000 s.f.
> 50,000	add cost per sq. ft. modifier below to project base per s.f.
Modifier for > 50,000 sf	

Current Fee	Proposed Fee
Plan Check	

Current Fee	Proposed Fee
Inspection	

\$ -	\$ 2,615	\$ -	\$ 2,310	NEW
\$ -	\$ 2,615	\$ -	\$ 2,310	NEW
\$ -	\$ 3,385	\$ -	\$ 3,080	NEW
\$ -	\$ 4,465	\$ -	\$ 3,850	NEW
\$ -	\$ 6,775	\$ -	\$ 5,390	NEW
\$ -	\$ 9,235	\$ -	\$ 6,465	NEW
\$ -	\$ 9,235	\$ -	\$ 6,465	NEW
	0.18		\$ 0.13	

Hazardous Use - (All newly constructed or added space for hazardous use)

Square Footage:

0 - 1,999	per project base @ 2,000 s.f.
2,000 - 4,999	per project base @ 2,000 s.f.
5,000 - 9,999	per project base @ 5,000 s.f.
10,000 - 24,999	per project base @ 10,000 s.f.
25,000 - 49,999	per project base @ 25,000 s.f.
50,000 plus	per project base @ 50,000 s.f.
> 50,000	add cost per sq. ft. modifier below to project base per s.f.
Modifier for > 50,000 sf	

\$ -	\$ 3,270	\$ -	\$ 2,885	NEW
\$ -	\$ 3,270	\$ -	\$ 2,885	NEW
\$ -	\$ 4,235	\$ -	\$ 3,850	NEW
\$ -	\$ 5,580	\$ -	\$ 4,810	NEW
\$ -	\$ 8,465	\$ -	\$ 6,735	NEW
\$ -	\$ 11,545	\$ -	\$ 8,080	NEW
\$ -	\$ 11,545	\$ -	\$ 8,080	NEW
	0.23		\$ 0.16	

Hazardous Use - (All newly constructed or added space for hazardous use)

Square Footage:

0 - 1,999	per project base @ 2,000 s.f.
2,000 - 4,999	per project base @ 2,000 s.f.
5,000 - 9,999	per project base @ 5,000 s.f.
10,000 - 24,999	per project base @ 10,000 s.f.
25,000 - 49,999	per project base @ 25,000 s.f.
50,000 plus	per project base @ 50,000 s.f.
> 50,000	add cost per sq. ft. modifier below to project base per s.f.
Modifier for > 50,000 sf	

\$ -	\$ 4,905	\$ -	\$ 4,330	NEW
\$ -	\$ 4,905	\$ -	\$ 4,330	NEW
\$ -	\$ 6,350	\$ -	\$ 5,775	NEW
\$ -	\$ 8,370	\$ -	\$ 7,215	NEW
\$ -	\$ 12,700	\$ -	\$ 10,100	NEW
\$ -	\$ 17,320	\$ -	\$ 12,125	NEW
\$ -	\$ 17,320	\$ -	\$ 12,125	NEW
	0.35		\$ 0.24	

Shell Buildings for all Commercial Uses - (The enclosure for all

Square Footage:

0 - 1,999	per project base @ 2,000 s.f.
2,000 - 4,999	per project base @ 2,000 s.f.
5,000 - 9,999	per project base @ 5,000 s.f.
10,000 - 24,999	per project base @ 10,000 s.f.
25,000 - 49,999	per project base @ 25,000 s.f.
50,000 plus	per project base @ 50,000 s.f.
> 50,000	add cost per sq. ft. modifier below to project base per s.f.
Modifier	for > 50,000 sf

	Current Fee	Proposed Fee	Current Fee	Proposed Fee	
	Plan Check		Inspection		
	\$ -	\$ 1,540	\$ -	\$ 1,540	NEW
	\$ -	\$ 1,540	\$ -	\$ 1,540	NEW
	\$ -	\$ 2,310	\$ -	\$ 1,850	NEW
	\$ -	\$ 2,770	\$ -	\$ 2,310	NEW
	\$ -	\$ 4,155	\$ -	\$ 3,080	NEW
	\$ -	\$ 5,540	\$ -	\$ 3,850	NEW
	\$ -	\$ 5,540	\$ -	\$ 3,850	NEW
		0.11		\$ 0.08	

Shell Buildings for all Commercial Uses - (The enclosure for all

Square Footage:

0 - 1,999	per project base @ 2,000 s.f.
2,000 - 4,999	per project base @ 2,000 s.f.
5,000 - 9,999	per project base @ 5,000 s.f.
10,000 - 24,999	per project base @ 10,000 s.f.
25,000 - 49,999	per project base @ 25,000 s.f.
50,000 plus	per project base @ 50,000 s.f.
> 50,000	add cost per sq. ft. modifier below to project base per s.f.
Modifier	for > 50,000 sf

	\$ -	\$ 1,925	\$ -	\$ 1,925	NEW
	\$ -	\$ 1,925	\$ -	\$ 1,925	NEW
	\$ -	\$ 2,885	\$ -	\$ 2,310	NEW
	\$ -	\$ 3,465	\$ -	\$ 2,885	NEW
	\$ -	\$ 5,195	\$ -	\$ 3,850	NEW
	\$ -	\$ 6,925	\$ -	\$ 4,810	NEW
	\$ -	\$ 6,925	\$ -	\$ 4,810	NEW
		0.14		\$ 0.10	

Shell Buildings for all Commercial Uses - (The enclosure for all

Square Footage:

0 - 1,999	per project base @ 2,000 s.f.
2,000 - 4,999	per project base @ 2,000 s.f.
5,000 - 9,999	per project base @ 5,000 s.f.
10,000 - 24,999	per project base @ 10,000 s.f.
25,000 - 49,999	per project base @ 25,000 s.f.
50,000 plus	per project base @ 50,000 s.f.
> 50,000	add cost per sq. ft. modifier below to project base per s.f.
Modifier	for > 50,000 sf

	\$ -	\$ 2,885	\$ -	\$ 2,885	NEW
	\$ -	\$ 2,885	\$ -	\$ 2,885	NEW
	\$ -	\$ 4,330	\$ -	\$ 3,465	NEW
	\$ -	\$ 5,195	\$ -	\$ 4,330	NEW
	\$ -	\$ 7,795	\$ -	\$ 5,775	NEW
	\$ -	\$ 10,390	\$ -	\$ 7,215	NEW
	\$ -	\$ 10,390	\$ -	\$ 7,215	NEW
		0.21		\$ 0.14	

Tenant Improvement - (Remodeled space for non-residential occupancies)

Square Footage:		Current Fee		Proposed Fee		
		Plan Check	Inspection	Plan Check	Inspection	
0 - 1,999	per project base @ 2,000 s.f.	\$ -	\$ -	\$ 1,540	\$ 1,540	NEW
2,000 - 4,999	per project base @ 2,000 s.f.	\$ -	\$ -	\$ 1,540	\$ 1,540	NEW
5,000 - 9,999	per project base @ 5,000 s.f.	\$ -	\$ -	\$ 1,850	\$ 2,310	NEW
10,000 - 24,999	per project base @ 10,000 s.f.	\$ -	\$ -	\$ 2,155	\$ 2,770	NEW
25,000 - 49,999	per project base @ 25,000 s.f.	\$ -	\$ -	\$ 3,080	\$ 3,385	NEW
50,000	per project base @ 50,000 s.f.	\$ -	\$ -	\$ 4,310	\$ 4,310	NEW
> 50,000	add cost per sq. ft. modifier below to project base	\$ -	\$ -	\$ 4,310	\$ 4,310	NEW
	Modifier per s.f.			0.09	\$0.09	NEW

Tenant Improvement - (Remodeled space for non-residential occupancies)

Square Footage:		Current Fee		Proposed Fee		
		Plan Check	Inspection	Plan Check	Inspection	
0 - 1,999	per project base @ 2,000 s.f.	\$ -	\$ -	\$ 1,925	\$ 1,925	NEW
2,000 - 4,999	per project base @ 2,000 s.f.	\$ -	\$ -	\$ 1,925	\$ 1,925	NEW
5,000 - 9,999	per project base @ 5,000 s.f.	\$ -	\$ -	\$ 2,310	\$ 2,885	NEW
10,000 - 24,999	per project base @ 10,000 s.f.	\$ -	\$ -	\$ 2,695	\$ 3,465	NEW
25,000 - 49,999	per project base @ 25,000 s.f.	\$ -	\$ -	\$ 3,850	\$ 4,235	NEW
50,000	per project base @ 50,000 s.f.	\$ -	\$ -	\$ 5,390	\$ 5,390	NEW
> 50,000	add cost per sq. ft. modifier below to project base	\$ -	\$ -	\$ 5,390	\$ 5,390	NEW
	Modifier per s.f.			0.11	\$0.11	NEW

Tenant Improvement - (Remodeled space for non-residential occupancies)

Square Footage:		Current Fee		Proposed Fee		
		Plan Check	Inspection	Plan Check	Inspection	
0 - 1,999	per project base @ 2,000 s.f.	\$ -	\$ -	\$ 2,885	\$ 2,885	NEW
2,000 - 4,999	per project base @ 2,000 s.f.	\$ -	\$ -	\$ 2,885	\$ 2,885	NEW
5,000 - 9,999	per project base @ 5,000 s.f.	\$ -	\$ -	\$ 3,465	\$ 4,330	NEW
10,000 - 24,999	per project base @ 10,000 s.f.	\$ -	\$ -	\$ 4,040	\$ 5,195	NEW
25,000 - 49,999	per project base @ 25,000 s.f.	\$ -	\$ -	\$ 5,775	\$ 6,350	NEW
50,000	per project base @ 50,000 s.f.	\$ -	\$ -	\$ 8,080	\$ 8,080	NEW
> 50,000	add cost per sq. ft. modifier below to project base	\$ -	\$ -	\$ 8,080	\$ 8,080	NEW
	Modifier per s.f.			0.16	\$0.16	NEW

Tenant Improvement - Hazardous Use (Remodeled space for non-

Square Footage:		Current Fee		Proposed Fee		
		Plan Check	Inspection	Plan Check	Inspection	
0 - 1,999	per project base @ 2,000 s.f.	\$ -	\$ 1,845	\$ -	\$ 1,690	NEW
2,000 - 4,999	per project base @ 2,000 s.f.	\$ -	\$ 1,845	\$ -	\$ 1,690	NEW
5,000 - 9,999	per project base @ 5,000 s.f.	\$ -	\$ 2,155	\$ -	\$ 2,465	NEW
10,000 - 24,999	per project base @ 10,000 s.f.	\$ -	\$ 2,465	\$ -	\$ 3,080	NEW
25,000 - 49,999	per project base @ 25,000 s.f.	\$ -	\$ 3,540	\$ -	\$ 3,850	NEW
50,000	per project base @ 50,000 s.f.	\$ -	\$ 4,620	\$ -	\$ 4,620	NEW
> 50,000	add cost per sq. ft. modifier below to project base	\$ -	\$ 4,620	\$ -	\$ 4,620	NEW
	Modifier per s.f.		0.09		\$0.09	NEW

Tenant Improvement - Hazardous Use (Remodeled space for non-

Square Footage:		Current Fee		Proposed Fee		
		Plan Check	Inspection	Plan Check	Inspection	
0 - 1,999	per project base @ 2,000 s.f.	\$ -	\$ 2,310	\$ -	\$ 2,115	NEW
2,000 - 4,999	per project base @ 2,000 s.f.	\$ -	\$ 2,310	\$ -	\$ 2,115	NEW
5,000 - 9,999	per project base @ 5,000 s.f.	\$ -	\$ 2,695	\$ -	\$ 3,080	NEW
10,000 - 24,999	per project base @ 10,000 s.f.	\$ -	\$ 3,080	\$ -	\$ 3,850	NEW
25,000 - 49,999	per project base @ 25,000 s.f.	\$ -	\$ 4,425	\$ -	\$ 4,810	NEW
50,000	per project base @ 50,000 s.f.	\$ -	\$ 5,775	\$ -	\$ 5,775	NEW
> 50,000	add cost per sq. ft. modifier below to project base	\$ -	\$ 5,775	\$ -	\$ 5,775	NEW
	Modifier per s.f.		0.12		\$0.12	NEW

Tenant Improvement - Hazardous Use (Remodeled space for non-

Square Footage:		Current Fee		Proposed Fee		
		Plan Check	Inspection	Plan Check	Inspection	
0 - 1,999	per project base @ 2,000 s.f.	\$ -	\$ 3,465	\$ -	\$ 3,175	NEW
2,000 - 4,999	per project base @ 2,000 s.f.	\$ -	\$ 3,465	\$ -	\$ 3,175	NEW
5,000 - 9,999	per project base @ 5,000 s.f.	\$ -	\$ 4,040	\$ -	\$ 4,620	NEW
10,000 - 24,999	per project base @ 10,000 s.f.	\$ -	\$ 4,620	\$ -	\$ 5,775	NEW
25,000 - 49,999	per project base @ 25,000 s.f.	\$ -	\$ 6,640	\$ -	\$ 7,215	NEW
50,000	per project base @ 50,000 s.f.	\$ -	\$ 8,660	\$ -	\$ 8,660	NEW
> 50,000	add cost per sq. ft. modifier below to project base	\$ -	\$ 8,660	\$ -	\$ 8,660	NEW
	Modifier per s.f.		0.17		\$0.17	NEW

One and Two Family Dwellings - (All newly constructed space for

		Current Fee		Proposed Fee		
		Plan Check	Inspection	Plan Check	Inspection	
Square Footage:						
0 - 999	per project base @ 1,000 s.f.	\$ -	\$ 1,385	\$ -	\$ 2,310	NEW
1000 - 2,499	per project base @ 1,000 s.f.	\$ -	\$ 1,385	\$ -	\$ 2,310	NEW
2,500 - 3,999	per project base @ 2,500 s.f.	\$ -	\$ 2,000	\$ -	\$ 2,770	NEW
4,000 - 5,999	per project base @ 4,000 s.f.	\$ -	\$ 2,615	\$ -	\$ 3,080	NEW
6,000 - 7,999	per project base @ 6,000 s.f.	\$ -	\$ 3,080	\$ -	\$ 3,850	NEW
8,000	per project base @ 8,000 s.f.	\$ -	\$ 3,695	\$ -	\$ 4,310	NEW
> 8,000	add cost per sq. ft. modifier below to project base	\$ -	\$ 3,695	\$ -	\$ 4,310	NEW
	Modifier per s.f.		0.46		\$0.54	NEW

One and Two Family Dwellings - (All newly constructed space for

		Current Fee		Proposed Fee		
		Plan Check	Inspection	Plan Check	Inspection	
Square Footage:						
0 - 999	per project base @ 1,000 s.f.	\$ -	\$ 1,730	\$ -	\$ 2,885	NEW
1000 - 2,499	per project base @ 1,000 s.f.	\$ -	\$ 1,730	\$ -	\$ 2,885	NEW
2,500 - 3,999	per project base @ 2,500 s.f.	\$ -	\$ 2,500	\$ -	\$ 3,465	NEW
4,000 - 5,999	per project base @ 4,000 s.f.	\$ -	\$ 3,270	\$ -	\$ 3,850	NEW
6,000 - 7,999	per project base @ 6,000 s.f.	\$ -	\$ 3,850	\$ -	\$ 4,810	NEW
8,000	per project base @ 8,000 s.f.	\$ -	\$ 4,620	\$ -	\$ 5,390	NEW
> 8,000	add cost per sq. ft. modifier below to project base	\$ -	\$ 4,620	\$ -	\$ 5,390	NEW
	Modifier per s.f.		0.58		\$0.67	NEW

One and Two Family Dwellings - (All newly constructed space for

		Current Fee		Proposed Fee		
		Plan Check	Inspection	Plan Check	Inspection	
Square Footage:						
0 - 999	per project base @ 1,000 s.f.	\$ -	\$ 2,595	\$ -	\$ 4,330	NEW
1000 - 2,499	per project base @ 1,000 s.f.	\$ -	\$ 2,595	\$ -	\$ 4,330	NEW
2,500 - 3,999	per project base @ 2,500 s.f.	\$ -	\$ 3,750	\$ -	\$ 5,195	NEW
4,000 - 5,999	per project base @ 4,000 s.f.	\$ -	\$ 4,905	\$ -	\$ 5,775	NEW
6,000 - 7,999	per project base @ 6,000 s.f.	\$ -	\$ 5,775	\$ -	\$ 7,215	NEW
8,000	per project base @ 8,000 s.f.	\$ -	\$ 6,925	\$ -	\$ 8,080	NEW
> 8,000	add cost per sq. ft. modifier below to project base	\$ -	\$ 6,925	\$ -	\$ 8,080	NEW
	Modifier per s.f.		0.87		\$1.01	NEW

Residential Repeat/ Subsequent Lot Plan Check per project \$ 305 NEW

Residential Remodels and Additions - (All newly constructed additions to,

Square Footage:

		Current Fee	Proposed Fee	Current Fee	Proposed Fee	
		Plan Check		Inspection		
0-199	per project base @ 200 s.f.	\$ -	\$ 615	\$ -	\$ 770	NEW
200 - 599	per project base @ 200 s.f.	\$ -	\$ 615	\$ -	\$ 770	NEW
600 - 999	per project base @ 600 s.f.	\$ -	\$ 920	\$ -	\$ 1,230	NEW
1,000 - 1,499	per project base @ 1,000 s.f.	\$ -	\$ 1,230	\$ -	\$ 1,540	NEW
1,500 - 1,999	per project base @ 1,500 s.f.	\$ -	\$ 1,850	\$ -	\$ 1,845	NEW
2,000	per project base @ 2,000 s.f.	\$ -	\$ 2,465	\$ -	\$ 2,310	NEW
> 2,000	add cost per sq. ft. modifier below to project base	\$ -	\$ 2,465	\$ -	\$ 2,310	NEW
	Modifier per s.f.		1.23		\$1.15	NEW

Residential Remodels and Additions - (All newly constructed additions to,

Square Footage:

		Current Fee	Proposed Fee	Current Fee	Proposed Fee	
		Plan Check		Inspection		
0-199	per project base @ 200 s.f.	\$ -	\$ 770	\$ -	\$ 960	NEW
200 - 599	per project base @ 200 s.f.	\$ -	\$ 770	\$ -	\$ 960	NEW
600 - 999	per project base @ 600 s.f.	\$ -	\$ 1,155	\$ -	\$ 1,540	NEW
1,000 - 1,499	per project base @ 1,000 s.f.	\$ -	\$ 1,540	\$ -	\$ 1,925	NEW
1,500 - 1,999	per project base @ 1,500 s.f.	\$ -	\$ 2,310	\$ -	\$ 2,310	NEW
2,000	per project base @ 2,000 s.f.	\$ -	\$ 3,080	\$ -	\$ 2,885	NEW
> 2,000	add cost per sq. ft. modifier below to project base	\$ -	\$ 3,080	\$ -	\$ 2,885	NEW
	Modifier per s.f.		1.54		\$1.44	NEW

Residential Remodels and Additions - (All newly constructed additions to,

Square Footage:

		Current Fee	Proposed Fee	Current Fee	Proposed Fee	
		Plan Check		Inspection		
0-199	per project base @ 200 s.f.	\$ -	\$ 1,155	\$ -	\$ 1,445	NEW
200 - 599	per project base @ 200 s.f.	\$ -	\$ 1,155	\$ -	\$ 1,445	NEW
600 - 999	per project base @ 600 s.f.	\$ -	\$ 1,730	\$ -	\$ 2,310	NEW
1,000 - 1,499	per project base @ 1,000 s.f.	\$ -	\$ 2,310	\$ -	\$ 2,885	NEW
1,500 - 1,999	per project base @ 1,500 s.f.	\$ -	\$ 3,465	\$ -	\$ 3,465	NEW
2,000	per project base @ 2,000 s.f.	\$ -	\$ 4,620	\$ -	\$ 4,330	NEW
> 2,000	add cost per sq. ft. modifier below to project base	\$ -	\$ 4,620	\$ -	\$ 4,330	NEW
	Modifier per s.f.		2.31		\$2.16	NEW

		Current		Proposed		
		Fee	Fee	Fee	Fee	
<u>Miscellaneous Permit Fees</u>		Plan Check		Inspection		
<i>MISCELLANEOUS PLAN CHECK FEE IS AS FOLLOWS, OR IF OUTSOURCED THE FEE IS THE CURRENT RATE CHARGED BY THE THIRD PARTY.</i>						
Accessory and Utility Uses (U Occupancy)						
500 s.f. or less		\$ -	\$ 616	\$ -	\$ 924	NEW
501 s.f. or more		\$ -	\$ 924	\$ -	\$ 924	NEW
Antenna						
Equipment Shelter (All Trades)		\$ -	\$ 924	\$ -	\$ 462	NEW
Cellular/Mobile Phone (All Trades)		\$ -	\$ 924	\$ -	\$ 693	NEW
Awning/Canopy		\$ -	\$ 308	\$ -	\$ 115	NEW
Carport		\$ -	\$ 462	\$ -	\$ 385	NEW
Certificate of Occupancy Inspection	Each			\$ 189	\$ 189	
Residential	Each			\$ -	\$ 115	
Commercial	Each			\$ -	\$ 115	
Change of Ownership	Each			\$ -	\$ 51	
Temporary Certificate of Occupancy (Non-Service Item)				\$ 628	\$ 628	
Up to and including first 30 days				\$ 628	\$ 628	
Each subsequent 30 day period (Due in Advance)				\$ 628	\$ 628	
Combination Wall (City Stnd) first 50 L.F.	Each	\$ -	\$ 42	\$ -	\$ 466	NEW
Combination Wall (City Stnd) Each Addtl 50 L.F.	Each	\$ -	\$ 42	\$ -	\$ 76	NEW
Combination Wall - first 50 L.F.	Each	\$ -	\$ 153	\$ -	\$ 466	NEW
Combination Wall - Each Addtl 50 L.F.	Each	\$ -	\$ 42	\$ -	\$ 76	NEW
Commercial Trailer	Each	\$ -	\$ 305	\$ -	\$ 229	NEW
Deck - ground floor	Each	\$ -	\$ 153	\$ -	\$ 229	NEW
Deck - (City Standard) second story and above	Each	\$ -	\$ 42	\$ -	\$ 305	NEW
Deck - second story and above	Each	\$ -	\$ 229	\$ -	\$ 305	NEW

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		Current		Proposed		Current		Proposed		
		Fee	Fee	Fee	Fee	Fee	Fee			
		Plan Check				Inspection				
Miscellaneous Permit Fees (Cont.)										
Demolition	Each	\$ -	\$ 153	\$ -	\$ 347					NEW
Freestanding Wall (wood frame) > 5'9" in height										
Up to 100LF		\$ -	\$ 458	\$ -	\$ 119					NEW
Each additional 100 LF		\$ -	\$ -	\$ -	\$ 42					NEW
Freestanding Masonry Garden Wall (City Stnd) > 3 FT in height										
Up to 100LF		\$ -	\$ 42	\$ -	\$ 305					NEW
Each additional 100 LF		\$ -	\$ -	\$ -	\$ 76					NEW
Freestanding Wall (masonry or concrete) > 3 FT in height										
Up to 100LF		\$ -	\$ 153	\$ -	\$ 305					NEW
Each additional 100 LF		\$ -	\$ -	\$ -	\$ 76					NEW
Fireplace										
Masonry	Each	\$ -	\$ 305	\$ -	\$ 458					NEW
Pre-fabricated/Metal	Each	\$ -	\$ 305	\$ -	\$ 347					NEW
Flag Pole	Each	\$ -	\$ 305	\$ -	\$ 229					NEW
Garage/ Workshop (all trades included) (U Occ.)										
Up to 1,000 SF (U Occ.)	Each	\$ -	\$ 924	\$ -	\$ 693					NEW
1,001 - 3,000 SF (U Occ.)	Each	\$ -	\$ 1,232	\$ -	\$ 924					NEW
Greenhouse (All Trades)	Each	\$ -	\$ 619	\$ -	\$ 229					NEW
Light Pole (All Trades)	Each	\$ -	\$ 610	\$ -	\$ 229					NEW
Each additional pole	Each	\$ -	\$ -	\$ -	\$ 110					NEW
Mobile Home Set Up										
Perm Foundation	Each	\$ -	\$ 305	\$ -	\$ 458					NEW
Installation	Each	\$ -	\$ 153	\$ -	\$ 305					NEW
Site Prep	Each	\$ -	\$ 153	\$ -	\$ 153					NEW
			\$ 153							
Partition - Commercial, Interior up to 30 LF		\$ -	\$ -	\$ -	\$ 381					NEW
Each additional 30 LF	Each	\$ -	\$ -	\$ -	\$ 110					NEW

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		Current Fee		Proposed Fee		Current Fee		Proposed Fee		
<u>Miscellaneous Permit Fees (Cont.)</u>		Plan Check				Inspection				
Partition - Residential, interior		\$	-	\$	153	\$	-	\$	347	NEW
Patio Cover Non-Enclosed (City Std)										
Non-Enclosed (City Std)										
Up to 300 SF	Each	\$	-	\$	41	\$	-	\$	230	NEW
Each additional 300 SF	Each	\$	-	\$	74	\$	-	\$	54	NEW
Non-Enclosed All Types										
Up to 300 SF	Each	\$	-	\$	155	\$	-	\$	230	NEW
Each additional 300 SF	Each	\$	-	\$	74	\$	-	\$	54	NEW
Enclosed, all types										
Up to 300 SF	Each	\$	-	\$	230	\$	-	\$	385	NEW
Each additional 300 SF	Each	\$	-	\$	74	\$	-	\$	54	NEW
Photovoltaic System (Commercial) (All Trades)										
Up to 50 kw	Each	\$	-	\$	466	\$	-	\$	805	NEW
> 50 kw	Each	\$	-	\$	1,042	\$	-	\$	2,237	NEW
Photovoltaic System (Residential) (All Trades)										
No Fire Review	Each	\$	-	\$	195	\$	-	\$	534	NEW
With Fire Review	Each	\$	-	\$	212	\$	-	\$	263	NEW
Each additional hour	per Hour	\$	-	\$	-	\$	-	\$	153	NEW
Replacement Lien Release (Non-Service Item)	Each	\$	-	\$	153	\$	-	\$	-	NEW
Retaining Wall (City Std)										
First 50 LF	Each	\$	-	\$	42	\$	-	\$	381	NEW
Each additional 50 LF	Each	\$	-	\$	42	\$	-	\$	-	NEW
Retaining Wall/Foundation Repair and Replacement										
First 50 l.f.	Each	\$	-	\$	153	\$	-	\$	381	NEW
Each additional 50 l.f.	Each	\$	-	\$	42	\$	-	\$	76	NEW

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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

			Current	Proposed	Current	Proposed				
			Fee	Fee	Fee	Fee				
			Plan Check		Inspection					
Miscellaneous Permit Fees (Cont.)										
Re-Roof										
	Re-Roof No sheathing	Each	\$ -	\$ 41	\$ -	\$ 155	NEW			
	Re-Roof with Sheathing	Each	\$ -	\$ 41	\$ -	\$ 230	NEW			
	Roof Structure Replacement (Residential)									
	Up to 1,500 SF		\$ -	\$ 459	\$ -	\$ 385	NEW			
	Each additional 500 s.f.		\$ -	\$ 41	\$ -	\$ 115	NEW			
Sales Office Conversion			\$ -	\$ 153	\$ -	\$ 305	NEW			
Sauna - Steam			\$ -	\$ 229	\$ -	\$ 458	NEW			
Seismic Retrofit/Strengthening per Plan			\$ -	\$ 153	\$ -	\$ 458	NEW			
Signs (All Trades)										
	Wall Mounted	Each	\$ -	\$ 153	\$ -	\$ 119	NEW			
	Monument	Each	\$ -	\$ 153	\$ -	\$ 229	NEW			
Skylight										
	Less than 10 SF	Each	\$ -	\$ 153	\$ -	\$ 229	NEW			
	Greater than 10 SF, or structural	Each	\$ -	\$ 153	\$ -	\$ 347	NEW			
Spa or Hot Tub			\$ -	\$ 153	\$ -	\$ 347	NEW			
Special Events Permit Carnivals, etc.			\$ -	\$ 153	\$ -	\$ 153	NEW			
Storage/High Pile Racks										
	First 100 LF		\$ -	\$ 153	\$ -	\$ 119	NEW			
	Each Additional 100 LF		\$ -	\$ 42	\$ -	\$ 119	NEW			
Swimming Pool/Spa (All Trades)										
	Pre-fabricated (vinyl)	Each	\$ -	\$ 153	\$ -	\$ 576	NEW			
	Custom-built (gunite)	Each	\$ -	\$ 305	\$ -	\$ 805	NEW			
	Commercial Pool	Each	\$ -	\$ 610	\$ 635	\$ 1,076	NEW			
Trash Enclosure			\$ -	\$ 229	\$ -	\$ 534	NEW			

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	Current	Proposed	Current	Proposed	
	Fee	Fee	Fee	Fee	
	Plan Check		Inspection		
Miscellaneous Permit Fees (Cont)					
Window or Door Replacement					
Up to 5	\$ -	\$ 76	\$ -	\$ 229	NEW
Over 5 (Each 5)	\$ -	\$ 42	\$ -	\$ 119	NEW
New Window (requires structural)					
Up to 5	\$ -	\$ 305	\$ -	\$ 576	NEW
Over 5 (Each 5)	\$ -	\$ 76	\$ -	\$ 42	NEW

Building Permit Fees DELETE
 1997 Uniform Administrative Code fees

Building Plan Check Fees DELETE
 When building plans are required by the Building Official, plan check fees shall be equal to the

Electrical Permit Fees DELETE
 1997 Uniform Administrative Code fees

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Note: An Electrical Permit Fee is separate from, and in addition to, the fee for any other permit

Electrical Plan Check Fees DELETE
 Whenever electrical plans are required by the Building Official, plan check fees shall be equal to the

Mechanical Permit Fees DELETE
 1997 Uniform Administrative Code fees

Note: A mechanical permit fee is separate from, and in addition to, the fee for any other permit

Mechanical Plan Check Fees DELETE
 Whenever mechanical plans are required by the Building Official, plan check fees shall be equal to

Plumbing Permit Fees DELETE
 1997 Uniform Administrative Code fees

Note: A plumbing permit fee is separate from, and in addition to, the fee for any other permit

Plumbing Plan Check Fees DELETE
 Whenever plumbing plans are required by the Building Official, plan check fees shall be equal to (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Miscellaneous Permit Fees (Cont)

Current Fee	Proposed Fee	Current Fee	Proposed Fee
Plan Check		Inspection	

Pool and Spa Permit Fees

1997 Uniform Administrative Code

DELETE

Pool and Spa Plan Check Fees

Whenever specific plans are required by the Building Official, plan check fees shall be equal to the

DELETE

Note: These fees do not include the permit fees for any parts of the pool and spa system which are subject to

Mechanical, Plumbing and Electrical Permits

Current Fee	Proposed Fee	Current Fee	Proposed Fee
Plan Check		Inspection	

Permit Processing / Filing Fee - Standard	per project	\$ -	\$ 51			NEW
Plan Review/Inspection	per hour	\$ -	\$ 154		\$ 154	NEW
Simple Project Inspection (includes up to 3 items marked as "Simple in the following list of project types):				\$ -	\$ 230	NEW
Simple Project Inspection - each additional item after 3				\$ -	\$ 51	NEW
Complex Project Inspection (per individual item marked as						
Other Mechanical, Plumbing, or Electrical Inspections not otherwise	per hour			\$ -	\$ 153	NEW

Mechanical Permit Fees

Install/Relocate each HVAC forced air or gravity-type furnace or burner (including compressor, attached ducts, and vents) up to and including 100,000 Btu/hr	Complex			\$ -	\$ 230	NEW
Repair/alteration/addition to each heating appliance, refrigeration unit, cooling unit, absorption unit or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by code.	Simple					NEW
Install, relocate each boiler or compressor, up to and including 3 HP, or each absorption system up to and including 100,000 Btu/hr	Complex			\$ -	\$ 229	NEW

		Current Fee	Proposed Fee	Current Fee	Proposed Fee	
		Plan Check		Inspection		
Mechanical, Plumbing and Electrical Permits (Cont.)						
Each air-handling unit, including attached ducts. (Note: this fee shall not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere)	Complex			\$ -	\$ 347	NEW
Each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit.	Simple					NEW
Residential - installation of each hood which is served by mechanical exhaust, including the ducts for such hood	Simple					NEW
Commercial - installation of each hood which is served by mechanical exhaust, including the ducts for such hood	Complex	\$ -	\$ 270	\$ -	\$ 340	NEW
Each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in the code	Simple					NEW
Plumbing and Gas Permit Fees						
Each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping, and backflow protection therefore)	Simple					NEW
Each building sewer	Simple					NEW
Each building sewer - Septic	Complex	\$ -	\$ 45	\$ -	\$ 381	NEW
Each water heater and/or vent	Simple					NEW
Each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps	Complex	\$ -	\$ 45	\$ -	\$ 458	NEW
Installation, alteration, or repair of water piping and/or water treating equipment	Simple					NEW
Installation, alteration, or repair of gas piping and/or gas treating equipment	Simple					NEW
Repair or alteration of drainage or vent piping	Simple					NEW
Backflow devices not included in other fee services (e.g., building sewer) each unit	Simple					NEW

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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

		Current Fee		Proposed Fee		Current Fee		Proposed Fee	
<u>Mechanical, Plumbing and Electrical Permits (Cont.)</u>		Plan Check				Inspection			
Gas test	Simple								NEW
Sewer lateral test	Simple								NEW
Electrical Permit Fees									
Swimming Pools									
All other types of swimming pools, therapeutic whirlpools, spas, and alterations to existing swimming pools	Simple					\$ -	\$ -		NEW
Temporary Power Service									
Temporary service power pole or pedestal, including all pole or pedestal-mounted receptacles and grounding	Simple					\$ -	\$ -		NEW
Temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lighting, Christmas tree sales lots, etc.	Complex			\$ -	\$ 34	\$ -	\$ 119		NEW
15 or 20 amp - first 10 circuits	Simple								NEW
over 10 circuits	Simple								NEW
25 to 40 amp circuits	Simple								NEW
50 to 175 amp circuits	Simple								NEW
Receptacle, switch and lighting outlets at which current is used or									NEW
First 10 (or portion thereof)	Simple								NEW
Each additional 10 (or fraction thereof)	Simple								NEW
Residential Appliances									
Fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens, counter mounted cooking tops, electric ranges, self-contained room console or through-wall air conditioners, space heaters, food waste grinders, dishwashers, washing machines, water heaters, clothes dryers, or other motor-operated appliances not exceeding one horsepower (HP) in rating.	Simple								NEW

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

		Current Fee		Proposed Fee		Current Fee		Proposed Fee	
<u>Mechanical, Plumbing and Electrical Permits (Cont.)</u>									
<u>Non-residential Appliances</u>									
Residential appliances and self-contained factory-wired nonresidential appliances, including medical and dental devices, food, beverage, and ice cream cabinets; illuminated show cases, drinking fountains, vending machines, laundry machines, or other	Simple								NEW
<u>Power Apparatus</u>									
Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus, as follows: Note: these fees include all switches, circuit break	Simple								NEW
<u>Busways</u>									
Trolley and plug-in-type busways - each 100 l.f. or fraction thereof (An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in type busways. No fee is required for portable tools.	Simple								NEW
<u>Signs, Outline Lighting, and Marquees</u>									
Signs, Outline Lighting, or Marquees supplied from one branch	Simple								NEW
Additional branch circuits within the same sign, outline lighting system or marquee	Simple								NEW
<u>New Services or Additional Panels</u>									
600 volts or less and not over 200 amperes in rating	Complex	\$	-	\$	74	\$	-	\$	155 NEW
600 volts or less and over 200 amperes in rating	Complex	\$	-	\$	74	\$	-	\$	230 NEW
600 volts or over 1,000 amperes in rating	Complex	\$	-	\$	74	\$	-	\$	459 NEW

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

		Current Fee	Proposed Fee	
Miscellaneous Building Fees				
Minimum Hourly Rate	Each	\$ 157	\$ 154	
Permit Issuance	Fee	\$ 34	\$ 30	
Permit Renewal Fee		All or Portion of Original Fee will be		NEW
Plan Check Renewal Fee		All or Portion of Original Fee will be		NEW
Address Assignment				
1st Assignment (min 30 minute)		\$ 79	\$ 63	
2nd through 10th (add)		\$ 79		DELETE
Each Additional (add)		\$ 39		DELETE
Replacement Job Card		\$ 39	\$ 67	
Deferred Submittal Plan Check Fee (2 hr. min. = \$310)	per Hour	\$ -	\$ 310	NEW
Demand Letter	Each	\$ 157	\$ 161	
Updated Demand Letter	Each	\$ 157	\$ 161	
Expedited Plan Check Fee (As charged per current outsourced	Each	\$ -	Actual Cost	NEW
Supplemental Inspection Fee (per 1 hour or portion thereof)	per Hour	\$ -	\$ 154	NEW
Supplemental Plan Review (per 1 hour or portion thereof)	per Hour	\$ -	\$ 154	NEW
Board of appeals	Each	\$ -	\$ 383	NEW
Investigative Fee	Each	\$ -	See Note	
For work that is under construction for which no permit has been obtained, the				
After-hours or Emergency Call-Out (2 hr. min. = \$310)	Each	\$ -	\$ 310	NEW
Special Inspector Registration	Each	\$ -	\$ 153	NEW
Training Surcharge (AB 717)		\$ 3	\$ 3	
Document Archive Fee	per Permit	10% of Plan Check Fee		10% of Plan Check Fee
Technology Maintenance Fee		\$ 3	\$ 3	
Research/Administration Fee				
First 15 minutes		No charge		DELETE
Each additional 30 minutes or fraction thereof		\$ 79		DELETE
Re-inspection fees approved by the Building Official	per Hour	\$ 157		DELETE
Inspections for which no fee is specifically identified	per Hour	\$ 157		DELETE
Additional plan review required by changes	per Hour	\$ 157		DELETE

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

		<u>Current Fee</u>		<u>Proposed Fee</u>	
Miscellaneous Building Fees (Cont.)					
Inspection outside of normal business hours (2 hr min)	per Hour	\$ 157			DELETE
* Or the fully burdened hourly rate cost to the City, whichever is greater					
Premium Inspection – During business hours		\$ 157			DELETE
(Inspection provided within 2 hours after payment)	per Hour				
Lien Release – Initial Preparation		No Charge			DELETE
Replacement Lien Release-					
 within 60 days of initial preparation		\$ 79			DELETE
 more than 60 days from initial preparation		\$ 157			DELETE
Transfer of Issued Permit to New Applicant with Job Card		\$ 39			DELETE
Special Inspector Registration					
 Initial Registration		\$ 39			DELETE
 Renewal/Addition of Certification		\$ 16			DELETE
Alternate Means, Methods or Materials Review	Deposit	\$ 628			DELETE
Counter Plan Check/Site Plan Approval (min 15 minutes)	per Hour	\$ 157			DELETE
Plan Check					
 Accessibility		10% of Plan Check Fee			DELETE
 Green Code		10% of Plan Check Fee			DELETE
 Energy Code		10% of Plan Check Fee			DELETE
Plan Check Solar PV System		\$ 107			DELETE
Plan Check/Permit Extension		\$ 16			DELETE
Revision of Approved Plans (min 1 hour)	per Hour	\$ 157			DELETE
Inspections					
 Accessibility		10% of Inspection Fee		10% of Inspection Fee	DELETE
 Green Code		10% of Inspection Fee		10% of Inspection Fee	DELETE
 Energy Code		10% of Inspection Fee		10% of Inspection Fee	DELETE

D R A F T

-Actual charge is "fully-burdened" rate charge-

Section 4 - Community & Economic Development

<u>Code and Neighborhood Services</u>	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Re-inspection Fee for Failed Compliance	Each	\$ 192.00	\$ 192.00
Nuisance Abatement Administrative Fee			
Level 1 (4 hrs or less)	Each	\$ 255.00	\$ 255.00
Level 2 (more than 4 hrs)	Hourly	\$ 94.00	\$ 94.00
Removal of Signs in Right-of-Way			
Sign Removal	Each	\$ 27.00	\$ 27.00
Surcharge on signs requiring special equipment or additional labor to remove	Each	\$ 56.00	\$ 56.00
		or actual cost of removal whichever is greater	or actual cost of removal whichever is greater
Lost or Stolen Parking Ticket Recovery	Each	\$ 11.00	\$ 11.00
Drive-off Parking Violation	Each	\$ 18.00	\$ 18.00
Department of Motor Vehicle (DMV) Hold	Each	\$ 10.00	\$ 10.00
		or current DMV rate	
Certificate of Correction		\$ 150.00	\$ 150.00
Rotational Tow Service Program			
Application	Each	\$ 2,998.00	\$ 2,998.00
Agreement	Deposit	\$ 5,000.00	\$ 5,000.00
		Actual charge is "fully burdened" rate charge	Actual charge is "fully burdened" rate charge
Rotational Tow Vehicle Release Fee	Each	\$ 79.00	\$ 79.00
Demand Letter (1 hr min)	per Hour	\$ 154.00	\$ 154.00
Updated Demand Letter (30 minute min)	per Hour	\$ 154.00	\$ 154.00
		Actual time spent	Actual time spent
Lien Release - Initial Preparation		No Charge	No Charge
Replacement Lien Release			
within 60 days of initial preparation		\$ 77.00	\$ 77.00
more than 60 days from initial preparation		\$ 154.00	\$ 154.00
Photo Identification Card	Each	\$ 5.00	\$ 5.00
Code & Neighborhood Services Fully Burdened Average Hourly Rate		\$ 155.00	\$ 155.00

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 4 - Community & Economic Development

	<u>Unit</u>	<u>Current Fee</u>		<u>Proposed Fee</u>	
Planning					
Annexation Process and Environmental Review	Deposit	\$ 5,000	Actual charge is "fully burdened" rate charge	\$ 5,000	Actual charge is "fully burdened" rate charge
Appeal		\$ 750		\$ 750	
Change of Zone	Deposit	\$ 3,500	Actual charge is "fully burdened" rate charge	\$ 3,500	Actual charge is "fully burdened" rate charge
Conditional Use Permit	Includes 3 reviews	\$ 10,926	Plus applicable environmental review, notice, posting and acreage/per unit fees	\$ 10,926	Plus applicable environmental review, notice, posting and acreage/per unit fees
Additional Reviews	Each	\$ -		\$ 945	NEW
Conditional Use Permit: Admin & Existing Structure	Includes 3 reviews	\$ 6,365	Plus applicable notice and posting fees	\$ 6,365	
Additional Reviews	Each	\$ -		\$ 540	NEW
Conditional Use Permit (Com/Ind)	per Acre	\$ 91			DELETE
Conditional Use Permit: Amended CUP/Substantial Conformance	Includes 3 reviews	\$ 5,875	Plus applicable notice and posting fees	\$ 5,875	Plus applicable notice and posting fees
Additional Reviews	Each	\$ -		\$ 540	NEW
Custom Home Review		\$ 1,108		\$ 1,108	
Additional Reviews	Each	\$ -		\$ 250	NEW
Development Agreement	Deposit	\$ 7,400	Actual charge is "fully burdened" rate charge	\$ 7,400	Actual charge is "fully burdened" rate charge
Development Agreement Amendment	Deposit	\$ 3,225	Actual charge is "fully burdened" rate charge	\$ 3,225	Actual charge is "fully burdened" rate charge
Development Agreement Annual Review	Deposit	\$ 1,000	Actual charge is "fully burdened" rate charge	\$ 1,000	Actual charge is "fully burdened" rate charge
Development Code Amendment	Deposit	\$ 5,000	Actual charge is "fully burdened" rate charge	\$ 5,000	Actual charge is "fully burdened" rate charge

D R A F T

Section 4 - Community & Economic Development

	<u>Unit</u>	<u>Current Fee</u>		<u>Proposed Fee</u>	
<u>Planning</u>					
<u>Environmental Review</u>					
EIR Report Preparation	Deposit	\$ 7,000	Actual charge is "fully burdened" rate charge	\$ 7,000	Actual charge is "fully burdened" rate charge
Expanded Initial Study / Expanded Project Review	Deposit	\$ 3,000	Actual charge is "fully burdened" rate charge	\$ 3,000	Actual charge is "fully burdened" rate charge
Environmental Assessment		\$ 1,054		\$ 1,054	
Environmental Mitigation Monitoring	Deposit	\$ 3,500	Actual charge is "fully burdened" rate charge	\$ 3,500	Actual charge is "fully burdened" rate charge
Extension of Time		\$ 3,611		\$ 3,611	
Fully Burdened Hourly Rate	Per Hour	\$ 176	See Note 1	\$ 166	
General Plan Amendment	Deposit	\$ 3,500	Actual charge is "fully burdened" rate charge	\$ 3,500	Actual charge is "fully burdened" rate charge
Home Occupation Permit		\$ 95		\$ 95	
<u>Plan Check and Inspection</u>					
Residential					
1-4 Lots (1 st through 3 rd Review)		\$ 680		\$ 680	
5 or more Lots and Multi-Family (1 st through 3 rd Review)		\$ 1,017		\$ 1,017	
Commercial/Industrial (1 st through 3 rd Review)		\$ 1,017		\$ 1,017	
Re-inspection/Residential Front Yard Landscape Plancheck fee		\$ 180		\$ 180	
4th and subsequent (Land Development Reviews)	Per Sheet	\$ 88		\$ 83	
4th and subsequent (All Other Reviews)		100% of original fee		100% of original fee	
Concurrent processing		Base Fee + 30% See Note 1		Base fee + 30%	
Land Development Reviews	Per Sheet	\$ 88		\$ 83	
Development Impact Fee Processing	Per Hour	\$ 176		\$ 176	
Newspaper Notice		\$ 285		\$ 285	
Phasing Map		\$ 2,553		\$ 2,553	

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 4 - Community & Economic Development

	Unit	Current Fee		Proposed Fee
<u>Planning</u>				
<u>Planning Letter</u>				
Basic		\$ 114		\$ 114
Interpretation and Research Required	Deposit	\$ 250	Actual charge is "fully burdened" rate charge	\$ 250 Actual charge is "fully burdened" rate charge
Planning Review of Building Plans		\$ 182	+5% of plan check fee	\$ 182 +5% of plan check fee
Counter Review		\$ 45		\$ 45
Counter Approval		\$ 45		\$ 45
<u>Plot Plan</u>				
With hearing		\$ 11,637	Plus applicable environmental review, notice, posting and acreage/per unit fees	\$ 11,637 Plus applicable environmental review, notice, posting and acreage/per unit fees
(Note: More than one may be charged for projects with multiple buildings or parcels)				
Without hearing (notice)		\$ 8,113	Plus applicable environmental review, notice, posting and acreage/per unit fees	\$ 8,113 Plus applicable environmental review, notice, posting and acreage/per unit fees
Without hearing (no notice)		\$ 4,315		\$ 4,315
Amended plot plan/substantial conformance		\$ 4,709		\$ 4,709
Multi-Family	per Unit	\$ 42		DELETE
Plot Plan Conditional Use Permit (Com/Ind)	per Acre	\$ 91		DELETE
Administrative (Includes second units)		\$ 850		\$ 850
Property Posting	(Cost should reflect actual cost of third party vendor costs)		\$140 per street frontage + \$75 per project	\$235 per street frontage + \$75 per project
Pre-application Review		\$ 784		\$ 784
Renewal Fee		50% of original fee		50% of original fee
Reversion to Acreage	Deposit	\$ 1,500	Actual charge is "fully burdened" rate charge	\$ 1,500 Actual charge is "fully burdened" rate charge

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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 4 - Community & Economic Development

Planning Signs

	<u>Unit</u>	<u>Current Fee</u>		<u>Proposed Fee</u>	
Banner		\$ 43		\$ 43	
Permit: Wall		\$ 121		\$ 121	
Permit: Monument		\$ 483		\$ 483	
Permit: Pole and Freeway		\$ 809		\$ 809	
Review Program	Deposit	\$ 1,300	Actual charge is "fully burdened" rate charge	\$ 1,300	Actual charge is "fully burdened" rate charge
Program Amendment Review	Deposit	\$ 975	Actual charge is "fully burdened" rate charge	\$ 975	Actual charge is "fully burdened" rate charge
Special Event Permit		\$ 36		\$ 36	
New sign program for existing development	Deposit	\$ -		\$ 100	NEW
Specific Plan	Deposit	\$ 17,000	Actual charge is "fully burdened" rate charge	\$ 17,000	Actual charge is "fully burdened" rate charge
Specific Plan Amendment	Deposit	\$ 8,000	Actual charge is "fully burdened" rate charge	\$ 8,000	Actual charge is "fully burdened" rate charge
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary		\$ 1,055		\$ 1,055	
Temporary Use Permits		\$ 329		\$ 329	
 <u>Tentative Parcel Map</u>					
Residential additional lot	per Lot	\$ 9,049 + \$ 116	+ applicable environmental review and applicable notice and posting fees.	\$ 9,049 + \$ 116	+ applicable environmental review and applicable notice and posting fees.
Commercial additional lot	per Lot	\$ 9,806 + \$ 116	+ applicable environmental review and applicable notice and posting fees.	\$ 9,806 + \$ 116	+ applicable environmental review and applicable notice and posting fees.

D R A F T

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 4 - Community & Economic Development

Planning

Tentative Parcel Map (Cont.)

	Unit	Current Fee	Proposed Fee	
Waiver	Deposit	\$ 1,000	\$ 1,000	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.
				Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.
Tentative Tract or Condo Map additional lot	per Lot	\$ 11,307 + \$ 96	\$ 11,307 + \$ 96	
		+ applicable environmental review and applicable notice and posting fees.	+ applicable environmental review and applicable notice and posting fees.	
Tentative Tract or Parcel Map Revised		\$ 5,721	\$ 5,721	Plus applicable notice and posting fees
				Plus applicable notice and posting fees
		\$ 3,663	\$ 3,663	Plus applicable notice and posting fees
		\$ 663	\$ 663	Plus applicable notice and posting fees

Variance from Standards

Administrative Variance

Notes:

D R A F T

The environmental review fee shall be charged only one time for concurrently filed major developmental review applications. For example, the fee for a concurrently filed Parcel Map and Plot Plan will be the sum of the respective fees minus one environmental review fee.

Fees for quasi-public uses shall be reduced by 25%.

Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 5 - Financial & Management Services

	Unit	Current Fee	Proposed Fee
<u>Financial Operations</u>			
Annual City Budget*	Each	\$ 10	DELETE
Comprehensive Annual Financial Report (CAFR)*	Each	\$ 10	DELETE
<i>(*Hard copies of the CAFR and Budget will be available while supply lasts)</i>			

The Annual City Budget and the CAFR are also available on the City's website at the following links:

Budget http://www.moval.org/city_hall/departments/admin/budgetoffice.shtml

CAFR http://www.moval.org/city_hall/departments/admin/financial-ops.shtml

Financial Resources

Loan Subordination Fee	Each	\$ -	\$ 6/0
Neighborhood Preservation Revitalization Program Housing Inspection Minimum Permit Fees (all types of permits)	Each	\$ 1,557	\$ 1,557
Housing Assistance Financial Analysis Charge		City Cost	City Cost

Treasury Operations

Collection of Returned Check	Each	\$ 33	\$ 33
<u>Business License</u>			
Application	per License	\$ 60	DELETE
	per License	\$ 61	DELETE
	per License	\$ 60	\$ 60
Vehicle Tag	per Tag	\$ 6	\$ 6
License for Farmers Market at Towngate Mall	Per Vendor Per Day	\$ 5	\$ 5
License for single day events	Per Vendor Per Day	\$ 5	\$ 5
<i>(Note: Licenses for single day events must be reviewed and approved by the Chief Financial Officer)</i>			
Reprint of License	Each	\$ 5	\$ 5
Business Listing	Each	\$ 20	\$ 20
Photo Identification Card	Each	\$ 5	\$ 5

Section 5 - Financial & Management Services

Current
Fee

Electric Utility

PLAN CHECKING AND INSPECTION/TESTING FEES

Upon submittal of improvement plan(s) for a project's electrical distribution system, line extension facilities and/or structures for plan review, the submittal shall be accompanied with a deposit of an amount equal to 3.25% of the engineer's estimated construction costs for improvements. Prior to second submittal of improvement plans, the City Engineer will approve a final cost for improvements and a plan review fee will be established. From this final fee, the deposit will be deducted. This fee shall be paid prior to the second submittal of the improvement plan(s).

Improvement Plans (Total cost of construction)

Off-Site & On-Site 1-3 submittals	4.00%
First \$20,000	3.50%
Next \$80,000	3.25%
Over \$100,000	
4th and subsequent submittals per sheet	\$248/ sheet or as directed by City Engineer

Revisions (Improvement Plans)

Minor per sheet	\$ 261.00
Major per sheet (minimum fee)	\$ 269.00

Inspection and Testing (Total cost of construction)

Off-Site & On-Site	
First \$20,000	4.00%
Next \$80,000	3.50%
Over \$100,000	3.25%

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RATE SCHEDULE & CHART OF CHARGES AND FEES

The chart of Moreno Valley Electric Utility charges and fees are located in the *City of Moreno Valley Electric Service Rules, Fees and Charges* document. Moreno Valley Electric Utility rates are located in the *Moreno Valley Electric Rates* document. Both documents are approved by the City Council under separate consideration and are available online at http://www.moval.org/resident_services/utilities/rate-tariff.shtml or from the MVU Office.

Section 6 - Fire

	Unit	Current Fee	Proposed Fee	Current Fee	Proposed Fee
<u>Pre-Development</u>					
Annexation Agreement	Deposit	\$ 94	\$ 94		
Community Care Facility (Pre-inspection)					
-25 or less		\$ 50	\$ 50	State Mandated	DELETE
-26 or more		\$ 100	\$ 100	State Mandated	DELETE
Revised Tentative Parcel Map		\$ 451	\$ 451		
Fuel Modification Plan		\$ 106	\$ 106		DELETE
Fire Protection Plan		\$ 346	\$ 346		DELETE
Alternate methods and materials (4 hrs. min.)		\$ 106	\$ 106		
Consultant Fire Plan Review			Actual Consultant cost + 20% Admin fee		NEW
3rd review and subsequent submittals	per Hour	\$ 106	\$ 106		
Expedited/Overtime Plan Review	per Hour	\$ 225	\$ 225		
OTC/Misc Plan Revisions Review		\$ 106	\$ 106		
OTC/Misc Revisions		\$ 106	\$ 106		
<u>Architectural / Development</u>					
<u>Plan Check and Inspections</u>					
	Unit	Plan Check		Inspection	
A-1 <= 10,000 SF		\$ 660	\$ 634	\$ 634	DELETE
A-1 > 10,000 SF		\$ 819	\$ 847	\$ 847	DELETE
A-2, 2.1 <= 10,000 SF		\$ 555	\$ 529	\$ 529	DELETE
A-2, 2.1 > 10,000 SF		\$ 714	\$ 741	\$ 741	DELETE
A-3 <= 10,000 SF		\$ 555	\$ 583	\$ 583	DELETE
A-3 > 10,000 SF		\$ 660	\$ 634	\$ 634	DELETE
A-4 <= 5000 SF		\$ 450	\$ 529	\$ 529	DELETE
A-4 > 5000 SF		\$ 504	\$ 583	\$ 583	DELETE
A-5 <= 5000 SF		\$ 436	\$ 513	\$ 513	DELETE
A-5 > 5000 SF		\$ 490	\$ 565	\$ 565	DELETE
A-TI-0-5000 SF		\$ 345	\$ 423	\$ 423	DELETE
A-TI-5001-25,000 SF		\$ 450	\$ 529	\$ 529	DELETE
A-TI > 25,001 SF		\$ 555	\$ 583	\$ 583	DELETE
B-0-5000 SF		\$ 186	\$ 247	\$ 247	DELETE
B-5001-50,000 SF		\$ 290	\$ 423	\$ 423	DELETE
B > 50,000 SF		\$ 396	\$ 583	\$ 583	DELETE
B-TI-0-5000 SF		\$ 160	\$ 219	\$ 219	DELETE

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 6 - Fire

Plan Check and Inspections (Cont)

Unit	Current Fee	Proposed Fee	Current Fee	Proposed Fee	
	Plan Check		Inspection		
B-TI-5001-50,000-SF	\$ 211		\$ 318		DELETE
B-TI->50,000-SF	\$ 290		\$ 396		DELETE
E-1,2-0-2000-SF (private schools only)	\$ 238		\$ 371		DELETE
E-1,2-2001-20,000-SF (private schools only)	\$ 290		\$ 423		DELETE
E-1,2->20,000-SF (private schools only)	\$ 450		\$ 504		DELETE
E-1,2-TI-0-2000-SF (private schools only)	\$ 106		\$ 219		DELETE
E-1,2-TI-2001-20,000-SF (private schools only)	\$ 160		\$ 247		DELETE
E-1,2-TI->20,000-SF (private schools only)	\$ 211		\$ 273		DELETE
E-3-0-1000-SF (private schools only)	\$ 133		\$ 219		DELETE
E-3-1001-20,000-SF (private schools only)	\$ 238		\$ 450		DELETE
E-3->20,000-SF (private schools only)	\$ 290		\$ 504		DELETE
E-3-TI-0-1000-SF (private schools only)	\$ 106		\$ 193		DELETE
E-3-TI-1001-20,000-SF (private schools only)	\$ 133		\$ 219		DELETE
E-3-TI->20,000-SF (private schools only)	\$ 160		\$ 247		DELETE
F,M,S-0-5000-SF	\$ 238		\$ 371		DELETE
F,M,S-5001-12,500-SF	\$ 345		\$ 423		DELETE
F,M,S-12,501-100,000-SF	\$ 396		\$ 529		DELETE
F,M,S->100,000-SF	\$ 450		\$ 634		DELETE
F,M,S-TI-0-5000-SF	\$ 160		\$ 247		DELETE
F,M,S-TI-5001-12,500-SF	\$ 186		\$ 318		DELETE
F,M,S-TI-12,501-100,000-SF	\$ 238		\$ 345		DELETE
F,M,S-TI->100,000-SF	\$ 290		\$ 371		DELETE
H-1,2,3,7-0-1000-SF	\$ 345		\$ 396		DELETE
H-1,2,3,7-1001-2,500-SF	\$ 396		\$ 423		DELETE
H-1,2,3,7-2,501-10,000-SF	\$ 504		\$ 529		DELETE
H-1,2,3,7->10,000-SF	\$ 634		\$ 634		DELETE
H-1,2,3,7-TI-0-1000-SF	\$ 238		\$ 345		DELETE
H-1,2,3,7-TI-1001-2,500-SF	\$ 290		\$ 371		DELETE
H-1,2,3,7-TI-2,501-10,000-SF	\$ 345		\$ 396		DELETE
H-1,2,3,7-TI->10,000-SF	\$ 396		\$ 423		DELETE
H-4,5,6-0-1000-SF	\$ 265		\$ 396		DELETE
H-4,5,6-1001-2,500-SF	\$ 371		\$ 423		DELETE
H-4,5,6-2,501-10,000-SF	\$ 476		\$ 476		DELETE
H-4,5,6->10,000-SF	\$ 609		\$ 529		DELETE
H-4,5,6-TI-0-1000-SF	\$ 211		\$ 345		DELETE
H-4,5,6-TI-1001-2,500-SF	\$ 265		\$ 371		DELETE
H-4,5,6-TI-2,501-10,000-SF	\$ 318		\$ 396		DELETE
H-4,5,6-TI->10,000-SF	\$ 371		\$ 423		DELETE
L-0-1,000-SF	\$ 335		\$ 383		DELETE

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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 6 - Fire

Plan Check and Inspections (Cont)

Unit	Current Fee	Proposed Fee	Current Fee	Proposed Fee	
	Plan Check		Inspection		
L-1,001-2,500 SF	\$ 385		\$ 411		DELETE
L-2,501-10,000 SF	\$ 490		\$ 513		DELETE
L->10,000 SF	\$ 616		\$ 616		DELETE
L-T.I. 0-1,000 SF	\$ 231		\$ 335		DELETE
L-T.I. 1,001-2,500 SF	\$ 282		\$ 359		DELETE
L-T.I. 2,501-10,000 SF	\$ 335		\$ 385		DELETE
L-T.I. >10,000 SF	\$ 385		\$ 411		DELETE
I-Occupancies		\$ 350		\$ 417	DELETE
R-1, 2 0-5000 SF	\$ 238		\$ 345		DELETE
R-1, 2 5001 - 25,000 SF	\$ 290		\$ 371		DELETE
R-1, 2 >25,001 SF	\$ 345		\$ 423		DELETE
R-3 Model 1-5 homes	\$ 186		\$ 247		DELETE
R-3 Model >6 homes	\$ 238		\$ 299		DELETE
R-3 Custom (1-2 units)	\$ 160		\$ 239		DELETE
U-Occupancy	\$ 160		\$ 211		DELETE
Shell 0-50,000 SF	\$ 1,058		\$ 926		DELETE
Shell > 50,000 SF	\$ 350		\$ 350		DELETE
High-rise (4 floors or greater)	\$ 350		\$ 362		DELETE

Deposit

Deposit

Deposit

Residential and Multifamily Residential Uses - (All newly constructed or added space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule)

Square Footage:

0 - 1,999	\$ -	\$ 150	\$ -	\$ 150	NEW
2,000 - 4,999	\$ -	\$ 187	\$ -	\$ 187	NEW
5,000 - 9,999	\$ -	\$ 225	\$ -	\$ 225	NEW
10,000 - 24,999	\$ -	\$ 300	\$ -	\$ 300	NEW
25,000 - 49,999	\$ -	\$ 375	\$ -	\$ 375	NEW
50,000 - 100,000	\$ -	\$ 450	\$ -	\$ 450	NEW
> 100,000	\$ -	\$ 600	\$ -	\$ 600	NEW

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

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Section 6 - Fire

Plan Check and Inspections (Cont)

NEW CONSTRUCTION, ADDITIONS, AND MAJOR REMODELS

	Current Fee	Proposed Fee	Current Fee	Proposed Fee	
	Plan Check		Inspection		
Hazardous Use - (All newly constructed or added space for hazardous use occupancies classified as CBC Group H.)					
Square Footage:					
0 - 1,999	\$ -	\$ 187	\$ -	\$ 187	NEW
2,000 - 4,999	\$ -	\$ 300	\$ -	\$ 300	NEW
5,000 - 9,999	\$ -	\$ 412	\$ -	\$ 412	NEW
10,000 - 24,999	\$ -	\$ 525	\$ -	\$ 525	NEW
25,000 - 49,999	\$ -	\$ 637	\$ -	\$ 637	NEW
50,000 - 100,000	\$ -	\$ 750	\$ -	\$ 750	NEW
> 100,000	\$ -	\$ 900	\$ -	\$ 900	NEW
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)					
Square Footage:					
0 - 1,999	\$ -	\$ 150	\$ -	\$ 150	NEW
2,000 - 4,999	\$ -	\$ 187	\$ -	\$ 187	NEW
5,000 - 9,999	\$ -	\$ 225	\$ -	\$ 225	NEW
10,000 - 24,999	\$ -	\$ 300	\$ -	\$ 300	NEW
25,000 - 49,999	\$ -	\$ 375	\$ -	\$ 375	NEW
50,000 - 100,000	\$ -	\$ 450	\$ -	\$ 450	NEW
> 100,000	\$ -	\$ 600	\$ -	\$ 600	NEW
Buildings for all Commercial Uses - (The enclosure for all newly constructed or added space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, S, or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is completed and occupiable)					
Square Footage:					
0 - 1,999	\$ -	\$ 150	\$ -	\$ 150	NEW
2,000 - 4,999	\$ -	\$ 187	\$ -	\$ 225	NEW
5,000 - 9,999	\$ -	\$ 225	\$ -	\$ 337	NEW
10,000 - 24,999	\$ -	\$ 300	\$ -	\$ 450	NEW
25,000 - 49,999	\$ -	\$ 375	\$ -	\$ 562	NEW
50,000 - 100,000	\$ -	\$ 450	\$ -	\$ 675	NEW
> 100,000	\$ -	\$ 600	\$ -	\$ 600	NEW

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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 6 - Fire

Plan Check and Inspections (Cont)

NEW CONSTRUCTION, ADDITIONS, AND MAJOR REMODELS

Tenant Improvement - (Remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, I, M, R, S, or other commercial occupancies not specifically addressed elsewhere.) - *B occupancy used for current fee

Square Footage:	Current Fee		Proposed Fee		
	Plan Check	Inspection	Plan Check	Inspection	
0 - 1,999	\$ -	\$ 150	\$ -	\$ 150	NEW
2,000 - 4,999	\$ -	\$ 187	\$ -	\$ 225	NEW
5,000 - 9,999	\$ -	\$ 225	\$ -	\$ 337	NEW
10,000 - 24,999	\$ -	\$ 300	\$ -	\$ 450	NEW
25,000 - 49,999	\$ -	\$ 375	\$ -	\$ 562	NEW
50,000 - 100,000	\$ -	\$ 450	\$ -	\$ 675	NEW
> 100,000	\$ -	\$ 600	\$ -	\$ 600	NEW

Tenant Improvement - Hazardous Use - (Remodeled space for non-residential occupancies classified as CBC Group H.)

Square Footage:	Current Fee		Proposed Fee		
	Plan Check	Inspection	Plan Check	Inspection	
0 - 1,999	\$ -	\$ 150	\$ -	\$ 150	NEW
2,000 - 4,999	\$ -	\$ 225	\$ -	\$ 225	NEW
5,000 - 9,999	\$ -	\$ 337	\$ -	\$ 337	NEW
10,000 - 24,999	\$ -	\$ 450	\$ -	\$ 450	NEW
25,000 - 49,999	\$ -	\$ 562	\$ -	\$ 562	NEW
50,000 - 100,000	\$ -	\$ 675	\$ -	\$ 675	NEW
> 100,000	\$ -	\$ 825	\$ -	\$ 825	NEW

D R A F T

Fire Development

Development Plan Check and Inspection

Fire Sprinklers

Sprinkler System New 1-100 heads	\$ 239		\$ 557	DELETE
Sprinkler System New >100 heads	\$ 373		NA	DELETE
Sprinkler System New 101-300 heads	NA		\$ 610	DELETE
Sprinkler System New 301-700 heads	NA		\$ 664	DELETE
Sprinkler System New >700 heads	NA		\$ 716	DELETE
Sprinkler TI 1-10 heads	\$ 160		\$ 239	DELETE
Sprinkler TI 11-50 heads	\$ 186		\$ 451	DELETE
Sprinkler TI 51-100 heads	\$ 239		\$ 505	DELETE
Sprinkler TI >100 heads	\$ 265		\$ 557	DELETE
New 13, 13R Fire Sprinkler System (base fee)		\$ 525	\$ -	NEW
New 13, 13R Fire Sprinkler System (per sprinkler head)		\$ -	\$ 7	NEW
New 13D Fire Sprinkler System (base fee)		\$ 225	\$ -	NEW
New 13D Fire Sprinkler System (per sprinkler head) (each separate plan type)		\$ -	\$ 7	NEW

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Section 6 - Fire

Development Plan Check and Inspection (Cont.)

	Current Fee	Proposed Fee	Current Fee	Proposed Fee	
	Plan Check		Inspection		
TI 13, 13R Fire Sprinkler System (base fee)		\$ 375			NEW
TI 13, 13R Fire Sprinkler System (per sprinkler head)			\$	7	NEW
TI 13D Fire Sprinkler System (base fee)		\$ 187			NEW
TI 13D Fire Sprinkler System (per sprinkler head)			\$	7	NEW

Alarms

Alarm New 1-10 Initiating Devices with notification	\$ 160		\$ 346		DELETE
Alarm New 11-50 Initiating Devices with notification	\$ 239		\$ 373		DELETE
Alarm New 51-100 Initiating Devices with notification	\$ 293		\$ 424		DELETE
Alarm New > 100 Initiating Devices with notification	\$ 346		\$ 505		DELETE
Alarm TI 1-10 Initiating Devices with notification	\$ 134		\$ 293		DELETE
Alarm TI 11-50 Initiating Devices with notification	\$ 160		\$ 319		DELETE
Alarm TI 51-100 Initiating Devices with notification	\$ 212		\$ 373		DELETE
Alarm TI > 100 Initiating Devices with notification	\$ 293		\$ 424		DELETE
New Fire Alarm System (base fee)		\$ 525		\$ -	NEW
New Fire Alarm System (per initiating or notification device)		\$ -		\$ 7	NEW
TI Fire Alarm System (base fee)		\$ 375		\$ -	NEW
TI Fire Alarm System (per initiating or notification device)		\$ -		\$ 7	NEW
Monitoring Only	\$ 157	\$ 150	\$ 200	\$ 150	
Residential Sprinkler 13R Family 1-2 units	\$ 239		\$ 530		DELETE
Residential Sprinkler 13D Single Family 1-2 units	\$ 186		\$ 530		DELETE
Residential Sprinkler 13R Multi Family up to 4 stories	\$ 319		\$ 664		DELETE

Water Systems Permits

ESFR			NA		DELETE	
Underground		per Connection	\$ 239	\$ 225	\$ 646	\$ 300
Fire Pump		per Pump	\$ 293	\$ 450	\$ 293	\$ 375
Emergency Underground Repair			\$ -	\$ 225	\$ -	\$ 450
Underground Hydrant			\$ 186		\$ 646	
Underground Combo Up to 4 Connections			\$ 346		\$ 725	
Aboveground Tank(Temporary)			\$ 265	\$ 225	\$ 530	\$ 225
Standpipes/Hose Valves			\$ 398	\$ 225	\$ 301	\$ 300

Fire Protection Systems

Special Extinguishing Systems (e.g. FM-200, Dry Chem, Spray Mist or other)		per System	\$ -	\$ 412	\$ -	\$ 225
Smoke Control - Rationale Analysis and Plan Review			\$ -	\$ 1,050	\$ -	\$ 900
Foam/Liquid System Inspection			NA		\$ 353	
Dry Chemical System Inspection			NA		\$ 248	
CO2 System Inspection			NA		\$ 248	
Inert Gas System Inspection			NA		\$ 248	
FM200 Clean Agent System			NA		\$ 248	

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Section 6 - Fire

Development Plan Check and Inspection (Cont.)

		Current Fee	Proposed Fee	Current Fee	Proposed Fee	
		Plan Check		Inspection		
Other Systems						
Hood and Duct	per System	\$ 160	\$ 160	\$ 220	\$ 220	
Ovens, industrial baking or drying per oven, furnace or kiln Special Equip. (New Construction)		\$ 134	\$ 134	\$ 193	\$ 193	
Dust Collection Special Equipment		\$ 160	\$ 160	\$ 193	\$ 193	
Solar Photovoltaic Systems						
Residential		\$ 200	\$ 150	\$ 157	\$ -	
Commercial		\$ -		\$ -	\$ 150	
Up To 50 kw		\$ -	\$ -		\$ 83	NEW
> 50 kw		\$ -	\$ -		\$ 185	NEW
Regulated Refrigeration per system		\$ 160	\$ 160	\$ 301	\$ 301	DELETE
Refrigeration System <500 lbs	per System	\$ 160	\$ 160	\$ 299	\$ 299	NEW
Refrigeration System ≥500 lbs	per System	\$ 161	\$ 161	\$ 300	\$ 300	NEW
Spray Booth		\$ 161	\$ 161	\$ 301	\$ 301	
Medical Gases Special System		\$ 186	\$ 186	\$ 193	\$ 193	DELETE
Industrial Gases Special System		\$ 239	\$ 239	\$ 301	\$ 301	DELETE
Liquefied Petroleum Gases Special System >500-gal		\$ 239	\$ 239	\$ 353	\$ 353	
Gas Ssystems (Med, Gas, Industrial Gas, LPG)		\$ -	\$ 450	\$ -	\$ 300	NEW
Emergency Responder Radio Coverage		\$ -	\$ 600	\$ -	\$ 354	NEW
Generator/Cell Sites		\$ -	\$ 241	\$ -	\$ 355	NEW
Battery System		\$ 238	\$ 238	\$ 67	\$ 67	
Haz-Mat						
Chem Class < 10 Chemicals		\$ -	\$ 225	\$ -	\$ 150	NEW
Chem Class 10 - 25 Chemicals		\$ -	\$ 375	\$ -	\$ 225	NEW
Chem Class 26 - 100 Chemicals		\$ -	\$ 600	\$ -	\$ 375	NEW
Chem Class ≥100 Chemicals		\$ -	\$ 825	\$ -	\$ 525	NEW
Hazmat Storage		\$ 293		\$ 301		
High Pile Storage						
High Pile Storage up to 12,000 sq. ft.		\$ -	\$ 300	\$ -	\$ 300	NEW
High Pile Storage 12,001 - 50,000 sq. ft.		\$ -	\$ 600	\$ -	\$ 600	NEW
High Pile Storage 50,001 - 100,000 sq. ft.		\$ -	\$ 900	\$ -	\$ 900	NEW
High Pile Storage > 100,000 sq. ft.		\$ -	\$ 1,200	\$ -	\$ 1,200	NEW
High Piled/Solid Piled Storage Class III, IV, High Hazard		\$ 346		\$ 460		
Access and Water Supply						
Access and Water Supply only		\$ -	\$ 150	\$ -	\$ 300	NEW
Fuel Modification Plan (3 hour minimum; hourly thereafter; deposit may be required)		\$ -	\$ 300	\$ -	\$ 150	NEW

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

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Section 6 - Fire

Development Plan Check and Inspection (Cont.)

Tanks

Underground Storage Tanks (per tank) - Installation and/or removal
 Aboveground Storage Tanks (per tank) - Installation and/or removal
 Alterations to gas stations (no tank alterations)
~~Tank/Piping Installation~~ per Tank
~~Tank/Piping Removal~~ per Tank

Current Fee	Proposed Fee	Current Fee	Proposed Fee	
Plan Check		Inspection		
\$ -	\$ 338	\$ -	\$ 112	NEW
\$ -	\$ 338	\$ -	\$ 112	NEW
\$ -	\$ 225	\$ -	\$ 150	NEW
\$ 248		\$ 248		
\$ 167		\$ 293		

Work without Approval or Permit

~~Vapor Recovery Special Equipment~~
~~Smoke Control~~
~~Racking System~~
~~Miscellaneous Industrial Equipment Install~~
~~FPE Technical Report Major Review~~
~~FPE Technical Report Minor Review~~
~~Adult Care Facility Inspection~~
~~Child Care Facility Inspection~~
~~Residential Care Facilities 1-6~~
~~Residential Care Facilities >6~~ per Story
~~K-12 Public School Inspection~~
~~K-12 Private School Inspection~~
~~High-rise Inspection~~ per Hour
~~Asbestos removal~~
~~Inspection following Failure to Maintain Fire Protection Systems-~~
~~Fire Prevention Inspection/Re-inspection/Phasing~~
 Fire Standby per Hour

NA	NA	\$ 212	\$ 212	
\$ 160		NA		DELETE
\$ 239		\$ 353		DELETE
\$ 398		\$ 460		DELETE
\$ 160		\$ 193		DELETE
\$ 451		NA		DELETE
\$ 239		NA		DELETE
NA		\$ 398		DELETE
NA		\$ 398		DELETE
NA		\$ 373		DELETE
NA		\$ 152		DELETE
NA		\$ 201		DELETE
NA		\$ 451		DELETE
NA		\$ 106		DELETE
NA		\$ 248		DELETE
NA		\$ 212		DELETE
NA		\$ 151		DELETE
		\$ 150	\$ 150	

Renewable Permit Fees

Aerosol Products (Level 2 & 3)
~~Aircraft Refueling Vehicles~~
~~Automobile Wrecking Yard~~
 Candles and Open Flame in Assembly Occupancy Areas
~~Cellulose Nitrate Film~~
 Cellulose Nitrate Storage
 Combustible fiber Storage
 Combustible materials Storage
~~Commercial Rubbish Handling Operation~~
 Compressed Gases
 Cryogenics

\$ 238	\$ -	\$ 67	\$ 67	
\$ 186		\$ 93		DELETE
\$ 186		\$ 199		DELETE
\$ 133	\$ -	\$ 67	\$ 67	
\$ 133		\$ 67		DELETE
\$ 186	\$ -	\$ 199	\$ 75	
\$ 186	\$ -	\$ 199	\$ 150	
\$ 186	\$ -	\$ 199	\$ 75	
\$ 186		\$ 199		
\$ 211	\$ -	\$ 199	\$ 150	
\$ 211	\$ -	\$ 199	\$ 150	

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Section 6 - Fire

Renewable Permit Fees (Cont.)

Dry Cleaning Plant > 2 units
 Combustible Dust-Producing Operations
 Explosives or Blasting agents, Use or Transportation
~~Flammable or Combustible Liquids pipelines, store, handle, use~~
 Flammable/Combustible Liquids Inside ≥60 Gal.
 Flammable/Combustible Liquids Inside <60 Gal.
 Flammable/Combustible Liquid Outside/Aboveground tank (per tank)
 Flammable/Combustible Liquid Underground Tanks (per tank)
 Hazardous Materials
 High-Piled Combustible Stock
 <12,000 sq. ft.
 12,000 - 100,000 sq. ft.
 >100,000 sq. ft.
~~High Piled/Solid Piled Combustible Storage Class I, II~~
~~Hot Works Operations~~
 Liquefied Petroleum Gases store, use, handle, dispense-~~Plan Check 125-500-gals~~
 Ovens - Industrial Baking or drying
 Places of Assembly
~~Refrigeration Equipment~~
 Refrigeration Equipment <500 lbs.
 Refrigeration Equipment ≥500 lbs.
 Motor Vehicle Repair ~~Repair Garages~~
 Spraying Booths or Dipping
 Wood Products
 Dispensing of Flammable/Combustible liquis into a vehicle ~~Motor Vehicle fuel dispensing-~~
 Tire Storage
 Lumber Yard and woodworking plants
 Fireworks, manufacture, compound, store
~~Fruit ripening~~
 Magnesium Working
~~Radioactive materials~~
 Welding & Cutting
~~Bowling pin or alley refinishing~~
 Carnivals and fairs
 Explosives or blasting agents, use, dispose
 Fireworks, displays

Current Fee	Proposed Fee	Current Fee	Proposed Fee	
Plan Check		Inspection		
\$ -	\$ -	\$ -	\$ 225	
\$ 133	\$ -	\$ 93	\$ 93	
\$ 290	\$ -	\$ 332	\$ 150	
\$ 290		\$ 305		
		\$ -	\$ 150	NEW
		\$ -	\$ 75	NEW
		\$ -	\$ 112	NEW
		\$ -	\$ 112	NEW
		\$ 299	\$ 150	
		\$ -	\$ 150	NEW
		\$ -	\$ 375	NEW
		\$ -	\$ 600	NEW
\$ 79		\$ 147		DELETE
\$ 133		\$ 67		DELETE
\$ 79	\$ -	\$ 147	\$ 75	
\$ 79	\$ -	\$ 93	\$ 93	
\$ 186	\$ -	\$ 67	\$ 67	
\$ 79		\$ 93		DELETE
		\$ -	\$ 150	NEW
		\$ -	\$ 300	NEW
\$ 160	\$ -	\$ 93	\$ 93	
\$ 79	\$ -	\$ 67	\$ 67	
\$ 79	\$ -	\$ 93	\$ 93	
\$ 79	\$ -	\$ 93	\$ 93	
\$ 186	\$ -	\$ 93	\$ 93	
\$ 186	\$ -	\$ 199	\$ 199	
\$ 345	\$ -	\$ 305	\$ 300	
\$ 186		\$ 93		DELETE
\$ 186	\$ -	\$ 93	\$ 75	
\$ 345		\$ 199		DELETE
\$ 345	\$ -	\$ 199	\$ 75	
\$ 167				DELETE
\$ 248			\$ 248	
\$ 353			\$ 353	
\$ 326			\$ 326	

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Section 6 - Fire

Renewable Permit Fees (Cont.)

~~Hot works operations~~
~~Liquefied petroleum gases, install containers~~
 Liquid or gas fueled vehicles or equipment in assembly areas
 Mall, covered & uncovered
~~Open Burning~~
~~Parade floats (per event)~~
 Pyrotechnical special effects material / model rockets
~~Temporary membrane structures, tents and canopies~~
~~Christmas Tree sales~~
~~Miscellaneous Activity Permit~~
 Hydrant/Control Valve Flow Test
 Miscellaneous Combustible Storage
 Special Amusement Buildings
 Hazardous Production Materials

Current Fee	Proposed Fee	Current Fee	Proposed Fee	
Plan Check		Inspection		
\$ 167				DELETE
\$ 248				DELETE
		\$ 220	\$ 150	
		\$ 220	\$ 220	
\$ 167				DELETE
\$ 248				DELETE
		\$ 353	\$ 353	
\$ 301				DELETE
\$ 167				DELETE
\$ 160				DELETE
		\$ -	\$ 225	NEW
		\$ -	\$ 150	NEW
		\$ -	\$ 225	NEW
		\$ -	\$ 150	NEW

Post Development

Fire and Life Safety Inspection

Annual inspection (includes one re-inspection)
 2nd re-inspection
 3rd and subsequent re-inspections
 Fire Watch Inspection
 Fire Hydrant Inspection

\$ 160	\$ 160
\$ 319	\$ 319
\$ 478	\$ 478
\$ 106	\$ 106
\$ 106	\$ 106

Fire Inspection

~~State Mandated~~
~~Community Care Facility~~
~~-25 or less (not including elderly 1-6)~~
~~-26 or more~~
 Special Event
 Without tents and/or canopies
 With tents and/or canopies ?>400 sq. ft.
~~Miscellaneous Post Development Inspection~~
~~Multi-Family Residential Housing Inspection~~

\$ 89	\$ 89		DELETE
\$ 89	\$ 89	State Mandated	DELETE
\$ 134	\$ 134	State Mandated	DELETE
\$ 89			
	\$ 150		NEW
	\$ 225		NEW
\$ 89			DELETE
\$ 36		per-Unit	DELETE

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Section 6 - Fire

Fire and Life Safety Insepections (Cont.)

A-1 occupancies: Assembly uses, usually with fixed seating, intended for the production and viewing of performing arts or motion pictures <20,000 sq. ft.

A-1 occupancies: Assembly uses, usually with fixed seating, intended for the production and viewing of performing arts or motion pictures ≥20,000 sq. ft.

A-2 occupancies: Assembly uses intended for food and/or drink consumption < 10,000 Sq. Ft.

A-2 occupancies: Assembly uses intended for food and/or drink consumption ≥ 10,000 Sq. Ft.

A-3 occupancies: Assembly uses intended for worship, recreation or amusement and other assembly occupancies not classified as A-1,A-2,A-4, and A-5 occupancies <20,000 sq. ft.

A-3 occupancies: Assembly uses intended for worship, recreation or amusement and other assembly occupancies not classified as A-1,A-2,A-4, and A-5 occupancies ≥20,000 sq. ft.

A-4 occupancies: Assembly uses intended for viewing of indoor sporting events and activities with spectator seating <20,000 sq. ft.

A-4 occupancies: Assembly uses intended for viewing of indoor sporting events and activities with spectator seating ≥20,000 sq. ft.

A-5 occupancies: Assembly uses intended for participation in or viewing outdoor activities

E and I Occupancy (Schools)
 < 10,000 sq. ft.
 ≥ 10,000 sq. ft.

B,F,M or S Occupancies < 3,600 Square Feet

B,F,M or S Occupancies 3,601 - 50,000 Square Feet

B,F,M or S Occupancies 50,001 - 350,000 sq. ft.

B,F,M or S Occupancies > 350,000 sq. ft.

H and L Occupancy

High-Rise 75' or more

Current Fee	Proposed Fee	Current Fee	Proposed Fee	
Plan Check		Inspection		
		\$ -	\$ 225	NEW
		\$ -	\$ 450	NEW
		\$ -	\$ 150	NEW
		\$ -	\$ 225	NEW
		\$ -	\$ 225	NEW
		\$ -	\$ 450	NEW
		\$ -	\$ 225	NEW
		\$ -	\$ 450	NEW
		\$ -	\$ 225	NEW
		\$ -		NEW
		\$ -	\$ 225	NEW
		\$ -	\$ 600	NEW
		\$ -	\$ 150	NEW
		\$ -	\$ 300	NEW
		\$ -	\$ 450	NEW
		\$ -	\$ 900	NEW
		\$ -	\$ 450	NEW
		\$ -	\$ 900	NEW

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Section 6 - Fire

E.1.b

Fire and Life Safety Inspections (Cont.)

- R-1 Occupancy (i.e. hotels, motels)
 - <25 units
 - 26-50 units
 - 51-75 units
 - 76-100 units
 - >100 units

R-2 Occupancy (i.e. Res Permanent 3+) per unit

- Care Facility Residential State Licensed - 6 or less Pre-inspection fee
- Care Facility Commercial 0-50 State Licensed
- Care Facility Commercial 51-99 State Licensed
- Care Facility Commercial 100-150 State Licensed
- Care Facility Commercial ≥ 151 State Licensed

- Day Care Facilities Residential 8-14 fire clearance
- Day Care Facilities Commercial 0-50
- Day Care Facilities Commercial 51-100
- Day Care Facilities Commercial 101-150
- Day Care Facilities Commercial >150

- 2nd Re-Inspection (after initial and first re-inspection)
- 2nd Re-Inspection Penalty (Penalty of \$150 + reinspection fee \$150 = \$300)
- 3rd + Re-inspection Penalty (Penalty of \$250 + reinspection fee \$150 = \$400)

Current Fee	Proposed Fee	Current Fee	Proposed Fee	
Plan Check		Inspection		
		\$ -		NEW
		\$ -	\$ 450	NEW
		\$ -	\$ 562	NEW
		\$ -	\$ 675	NEW
		\$ -	\$ 787	NEW
		\$ -	\$ 900	NEW
		\$ -	\$ 36	
		\$ -	\$ 150	NEW
		\$ -	\$ 300	NEW
		\$ -	\$ 375	NEW
		\$ -	\$ 450	NEW
		\$ -	\$ 600	NEW
		\$ 398	\$ 150	
		\$ -	\$ 116	NEW
		\$ -	\$ 174	NEW
		\$ -	\$ 232	NEW
		\$ -	\$ 290	NEW
		\$ -	\$ 116	NEW
		\$ -	\$ 300	NEW
		\$ -	\$ 400	NEW

D R A F T

Records Request

- Photographs, color print (4"x6")
- Fire Incident Reports (paid to County of Riverside)

\$ 5	\$ 5
\$ 20	\$ 20

Fire Inspection Reports (up to 8 1/2"x14")

- First 10 pages per Report
- Additional pages per Page

\$ 6	\$ 6
\$ 1	\$ 1

Hourly Rates

- Fire Marshal
- Deputy Fire Marshal
- Fire Safety Specialists
- Fire Safety Inspector
- Inspection
- Plan Review

Unit	Current Fee	Proposed Fee	
	\$ 140		
	\$ 105		
	\$ 106		
	\$ 106		
	\$ -	\$ 150	NEW
	\$ -	\$ 150	NEW

-The fully-burdened wage rate including overhead; not to exceed actual City costs-

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Section 6 - Fire

Hourly Rates (Cont.)

	Unit	Current Fee	Proposed Fee	
Engine Company (3 person crew)		\$ -		NEW
Truck Company (4 person crew)		\$ -	\$ -	NEW
Supplemental Inspection Fee (per 1 hour or portion thereof)		\$ -	\$ 159	NEW
Supplemental Plan Review (per 1 hour or portion thereof)		\$ -	\$ 159	NEW
After-hours or Emergency Call-Out (2 hr. min. = \$212)	per Hour	\$ -	\$ 159	NEW
Consultant Fire Plan Review		Consultant Cost +20% Admin Fee		

Other Fees

False Alarm

Residential		\$ 100	\$ 100	
Commercial		\$ 200	\$ 200	

Fire Permit Issuance Fee

Hazard Reduction Inspection

This fee will be assessed to all parcels defined as open space land and where legally permitted. Any fees associated with failure to comply and fire department ordered abated land will be pursued separately from this inspection fee. This fee will be collected as part of the annual property tax bill through the County of Riverside.

Parcels < 1 acre		\$ 50		DELETE
Parcels 1 acre to < 5 acres		\$ 75		DELETE
Parcels > 5 acres		\$ 100		DELETE

Construction Reinspection Fee			\$ 150	NEW
Hazard Reduction Inspection		\$ 150	\$ 150	NEW
Hazard Reduction Abatement Administrative Fee		\$ 240	\$ 240	
Hazard Reduction Abatement Cost Recovery		Actual cost charged by the City's abatement contractor.		

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Section 6 - Fire

<u>Office of Emergency Management and Volunteer Services</u>	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Community Emergency Response (CERT)	per Class	\$ 15.00	\$ 15.00
Past Due Invoices (30, 60 & 90 days)		10%	NEW

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Section 7 - Parks and Community Services

	Unit	Current Fee
<u>Parks Projects</u>		
<u>Plan Check Fees (1 - 3 submittals)</u>		
Project Cost:		
\$0-\$20,000		3.50%
\$20,001-\$100,000		3.25%
> \$100,000		3.00%
4th and subsequent submittals		\$ 140.00
<u>Revisions</u>		
Minor (detail changes only)		\$ 256.00
Major		Same as initial submittal
<u>Inspection and Testing</u>		
Project Cost:		
\$0-\$20,000		7.00%
\$20,001-\$100,000		6.00%
> \$100,000		5.00%
<u>Research of Records, Files, etc</u>		
<u>Penalty Fees</u>		
Inspection and Testing Work in the right-of-way or park without encroachment permit or written agreement with Parks and Community Services	per Offense	\$ 561.00 plus actual damages
Applicant's failure to schedule inspection prior to performing work	per Offense	\$ 112.00
Applicant's failure to attend or be prepared for a scheduled inspection	per Offense	\$ 112.00

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee
-----------------	-----------------	------	-------------	--------------

Recreation Programs

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee plus 30%.

Adult Sports (18 Years or Older)

Category 4 includes Adult Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Program Registration Fee		Per Program	\$ 2.00	\$ 2.00
Basketball League *	Category 4	Per Team	\$ 300.00	\$ 300.00
Basketball Open Play **	Category 4	Per Person	\$ 3.00	\$ 3.00
Bowling Class and League	Category 4	Per Person	\$ 78.00 - 85.00	\$ 78.00 - 85.00
Father's Day Over-The-Line Softball Tournament *	Category 4	Per Team	\$ 65.00 - 100.00	\$ 65.00 - 100.00
Flag Football League *	Category 4	Per Team	\$ 300.00	\$ 300.00
Flag Football Tournament *	Category 4	Per Team	\$ 150.00 - 200.00	\$ 150.00 - 200.00
Official's Clinic	Category 4	Per Person	\$ 15.00	\$ 15.00
Protest Fee	Category 4	Per Team	\$ 25.00	\$ 25.00
Softball League - Competitive *	Category 4	Per Team	\$ 345.00	\$ 345.00
Softball League - Non-Competitive *	Category 4	Per Team	\$ 260.00	\$ 260.00
Softball Tournament *	Category 4	Per Team	\$ 185.00 - 310.00	\$ 185.00 - 310.00
Tennis Tournament *	Category 4	Per Person	\$ 20.00 - 50.00	\$ 20.00 - 50.00
Volleyball League *	Category 4	Per Team	\$ 260.00	\$ 260.00
Volleyball Tournament *	Category 4	Per Team	\$ 175.00 - 225.00	\$ 175.00 - 225.00
Volleyball Open Play **	Category 4	Per Person	\$ 3.00	\$ 3.00
New Program	Category 4	Per Person	\$ Cost Recovery	\$ Cost Recovery
Cancellation / Transfer Fee	Category 4	Per Person	20%	20%
* Denotes Fee for Late Registration	Category 4	Per Team	\$ 18.00	\$ 18.00

** Excludes Program Registration Fee

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Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee
Adult Contract Classes (18 Years or Older)				
Category 5 includes Adult Contract Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.				
Program Registration Fee		Per Program	\$ 2.00	\$ 2.00
Belly Dancing For Fun and Fitness	Category 5	Per Person	\$ 32.00 - 45.00	\$ 32.00 - 45.00
Boxing	Category 5	Per Person	\$ 60.00 - 80.00	\$ 60.00 - 80.00
Bryan's Dog Training	Category 5	Per Person	\$ 65.00 - 75.00	\$ 65.00 - 75.00
Kung Fu Art of Self-Defense	Category 5	Per Person	\$ 65.00 - 85.00	\$ 65.00 - 85.00
Yoga - 1 Day	Category 5	Per Person	\$ 36.00 - 50.00	\$ 36.00 - 50.00
Cancellation / Transfer Fee	Category 5	Per Person	20%	20%
New Adult Contract Classes	Category 5	Per Person	Full Cost Recovery	Full Cost Recovery

Youth Sports

Category 6 includes Youth Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Program Registration Fee		Per Program	\$ 2.00	\$ 2.00
Basketball League * #	Category 6	Per Person	\$ 65.00 - 86.00	\$ 65.00 - 86.00
Basketball Pee Wee * #	Category 6	Per Person	\$ 50.00	\$ 50.00
Sports Camp #	Category 6	Per Person	\$ 60.00-110.00	\$ 60.00-110.00
Flag Football League * #	Category 6	Per Person	\$ 59.00	\$ 59.00
Middle School Sports Program #	Category 6	Per Person	\$ 25.00	\$ 25.00
Spudball * #	Category 6	Per Person	\$ 50.00	\$ 50.00
Tennis Lessons #	Category 6	Per Person	\$ 37.00-65.00	\$ 37.00-65.00
Pee Wee Flag Football #	Category 6	Per Person	\$ 50.00	\$ 50.00
General Sports Skills Contests #	Category 6	Per Person	Cost Recovery	Cost Recovery
Open Play Basketball / Volleyball #**	Category 6	Per Person	\$ 1.00	\$ 1.00
Jr. Basketball #	Category 6	Per Person	\$ 60.00	\$ 60.00
New Youth Sports Programs #	Category 6	Per Person	Cost Recovery	Cost Recovery
Cancellation / Transfer Fee	Category 6	Per Person	20%	20%
* Denotes Fee for Late Registration	Category 6	Per Person	\$ 5.00-10.00	\$ 5.00-10.00

** Excludes Program Registration Fee

Denotes Family Discount available. See note below.

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee
<u>Youth/Teen Activities and Programs</u>				
Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.				
Program Registration Fee		Per Program	\$ 2.00	\$ 2.00
Breakfast with Santa #	Category 7	Per Person	\$ 6.00 - 10.00	\$ 6.00 - 10.00
Bunny Brunch #	Category 7	Per Person	\$ 6.00 - 10.00	\$ 6.00 - 10.00
Holiday Chef #	Category 7	Per Person	\$ 8.00 - 10.00	\$ 8.00 - 10.00
Holiday Craft #	Category 7	Per Person	\$ 8.00 - 10.00	\$ 8.00 - 10.00
Camp * (Weekly) #	Category 7	Per Person	\$ 85.00	\$ 85.00
Spring Chef Workshop #	Category 7	Per Person	\$ 8.00 - 10.00	\$ 8.00 - 10.00
Spring Craft #	Category 7	Per Person	\$ 8.00 - 10.00	\$ 8.00 - 10.00
Time for Tots - 2 Days (2 Weeks) #	Category 7	Per Person	\$ 40.00	\$ 40.00
Time for Tots - 4 Days (2 Weeks) #	Category 7	Per Person	\$ 52.00	\$ 52.00
T-Shirts **	Category 7	Per Shirt	\$ 10.00	\$ 10.00
Sunshine Social #	Category 7	Per Person	\$ 20.00	\$ 20.00
Bowling Class/League #	Category 7	Per Person	\$ 50.00 - 65.00	\$ 50.00 - 65.00
New Youth/Teen Activities and Programs #	Category 7	Per Person	\$ Cost Recovery	\$ Cost Recovery
Cancellation / Transfer Fee	Category 7	Per Person	20%	20%
* Denotes Fee for Late Registration	Category 7	Per Person	\$ 5.00	\$ 5.00

** Excludes Program Registration Fee

Denotes Family Discount available. See note below.

-FAMILY DISCOUNT

A family discount applies when siblings are registered in the same program. The family discount only applies to non-contract programs as identified with an #.

The following family discount rates apply:

- 1st child = Full rate
- 2nd Child = Receives a 15% discount
- 3rd Child += Receives a 10% discount

D R A F T

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee
Youth/Teen Classes				
Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.				
Program Registration Fee		Per Program	\$ 2.00	\$ 2.00
Ballet Folklorico - Youth	Category 7	Per Person	\$ 22.00 - 35.00	\$ 22.00 - 35.00
Boxing - Youth	Category 7	Per Person	\$ 60.00 - 70.00	\$ 60.00 - 70.00
Drawing for Kids - Youth	Category 7	Per Person	\$ 30.00 - 40.00	\$ 30.00 - 40.00
Hip Hop Jazz	Category 7	Per Person	\$ 32.00 - 45.00	\$ 32.00 - 45.00
Instant Piano	Category 7	Per Person	\$ 25.00 - 35.00	\$ 25.00 - 35.00
Golf Clinic - Youth	Category 7	Per Person	\$ 42.00 - 55.00	\$ 42.00 - 55.00
Kickboxing - Teen	Category 7	Per Person	\$ 70.00	\$ 70.00
Kung Fu Art of Self Defense - Youth	Category 7	Per Person	\$ 42.00 - 55.00	\$ 42.00 - 55.00
Salsa/Latin Dance - Teen	Category 7	Per Person	\$ 55.00 - 85.00	\$ 55.00 - 85.00
Cancellation /Transfer Fee	Category 7	Per Person	20%	20%
New Youth/Teen Contract Classes	Category 7	Per Person	Cost Recovery	Cost Recovery

Senior Programs

Category 1 includes Senior Programs provided by outside agencies at no charge to the participant, and there is no direct cost to the City. All indirect costs will be subsidized by the City.

Bingo	Category 3	Per Person	\$ 1.00 = 2 Cards add Cards = \$.50 ea	\$ 1.00 = 2 Cards add Cards = \$.50 ea
Breakfast, Lunch, Pizza, Picnic	Category 3	Per Person	Cost Recovery	Cost Recovery
Bunco	Category 3	Per Person	\$ 2.00	\$ 2.00
Dances	Category 3	Per Person	\$ 8.00	\$ 8.00
Line Dancing	Category 11	Per Person	Contracted	Contracted
Swap Meet	Category 3	Per Table	\$ 5.00	\$ 5.00
New Senior Contract Program - Administered by Contract	Category 11	Per Person	Contracted	Contracted
New Senior Program Provided by Outside Agencies	Category 1	Per Person	\$ 0	\$ 0
New Senior Program Assisted by City Staff	Category 3	Per Person	Cost Recovery	Cost Recovery
New Senior Programs Assisted By Volunteers	Category 2	Per Person	\$ 0	\$ 0
Trips / Tours - Administered by Contract	Category 11	Per Person	Contracted	Contracted

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee
Special Events				
Category 8 includes Family and Community Seasonal Non-Fee Programs approved and directed by City Council to seek potential private sector sponsorship for programs in this category to cover direct program cost where possible. This may include charging a fee				
Program Registration Fee		Per Program	\$ 2.00	\$ 2.00
Easter Egg Hunt	Category 8	Per Person	FREE	FREE
Fourth of July Parade Entry **	Category 8	Per Entry	\$ 30.00	\$ 30.00
Fourth of July Parade Vendor **	Category 8	Per Booth	\$ 50.00	\$ 50.00
Fourth of July Festival Arts & Crafts Booth **	Category 8	Per Booth	\$ 75.00	\$ 75.00
Fourth of July Festival Food Booth (Commercial) **	Category 8	Per Booth	\$ 250.00	\$ 250.00
Fourth of July Festival Food Booth (Non-Profit) **	Category 8	Per Booth	\$ 150.00	\$ 150.00
Fourth of July Festival Service Info Booth (Non-Profit) **	Category 8	Per Booth	\$ 25.00	\$ 25.00
Fourth of July Food Booth Deposit **	Category 8	Per Booth	\$ 50.00	\$ 50.00
Youth Fest	Category 8	Per Booth	FREE	FREE
Artober Fest	Category 8	Per Booth	\$ 15.00 - 25.00	\$ 15.00 - 25.00
Art au Soleil	Category 8	Per Booth	\$ 15.00-25.00	\$ 15.00 - 25.00
Wine & Art Show	Category 8	Per Booth	\$ 15.00 - 25.00	\$ 15.00 - 25.00

** Excludes Program Registration Fee

On-Line Registration Processing Fee (This fee is charged by the on-line provider)

On-Line Registration has no applicable category association.

Transactions < \$150				
Percentage of Transaction cost plus			6.50% *	6.50%
Fixed Fee per Transaction			\$ 0.50 *	\$ 0.50
Transactions from \$150 to \$500				
Percentage of Transaction cost plus			3.50%	3.50%
Fixed Fee per Transaction			\$ 5.00	\$ 5.00
Transactions over \$500				
Percentage of Transaction cost plus			2.50%	2.50%
Fixed Fee per Transaction			\$ 10.00	\$ 10.00

* \$2.00 minimum

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee
<u>Park Reservations</u>				
<i>Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs and Services will be charged at full cost recovery, which is the Resident Fee</i>				
<u>Athletic Field Reservation</u>				
Non-Profit Youth Groups per field	N/A	2 Hour min.	\$ 2.00	\$ 2.00
Adult Non-Profit Groups and Unorganized Group Play per field	N/A	Per Hour	\$ 5.00	\$ 5.00
Adult & Youth Sports play by Private Groups	N/A	Per Hour	\$ 10.00	\$ 10.00
Organized Commercial (For Profit) Groups (per field)	N/A	Per Hour	\$ 50.00	\$ 50.00
Field Preparation - not included - cost recovery of staff overtime	N/A	Per Hour	\$ 50.00	\$ 75.00
Cancellation / Transfer Fee	N/A	N/A	20%	20%
<u>Athletic Field Lighting</u>				
All Users (This does not include adult groups at Moreno Valley Community Park)	N/A	Per Hour	\$ 14.00	\$ 14.00
Adult groups at Moreno Valley Community Park	N/A	Per Hour	\$ 17.00	\$ 17.00
<u>Snack Bar (4 Hours or Less Play)</u>				
Moreno Valley Youth and Non-Profit Groups	N/A	Per Day	\$ 20.00	\$ 20.00
Moreno Valley Youth and Non-Profit Groups	N/A	Per Evening *	\$ 10.00	\$ 10.00
Cleaning Deposit Fee (required for all groups)	N/A	Per Rental	\$ 125.00	\$ 125.00
Key Deposit (required for all groups)	N/A	Per Group	\$ 25.00	\$ 25.00
<u>Storage Unit Rental</u>				
Storage Units	N/A	Per Month	\$ 35.00	\$ 35.00
<u>Over 4 Hour Play</u>				
Field Reservation/Non-Profit (First field preparation included.)	N/A	Per Field	\$ 100.00	\$ 100.00
Field Reservation/ Private Group (First field preparation included.)	N/A	Per Field	\$ 175.00	\$ 175.00
Field Preparation - Weekday-Cost Recovery	N/A	Per Field	\$ 50.00	\$ 75.00
Field Preparation - Weekend	N/A	Per Field	\$ 115.00	\$ 115.00
Mound Drop and Removal	N/A	Per Event	\$ 175.00- 300.00	\$ 175.00- 300.00
Admission Gate (Pre-Approved by Director)	N/A	Per Event	25% of gate	25% of gate revenue
Snackbar Cleaning Deposit Fee (required for all groups)	N/A	Per Event	\$ 200.00	\$ 200.00
Snackbar	N/A	Per Day	\$ 50.00	\$ 50.00
Vendor Fee	N/A	Per Event	\$ 100.00	\$ 100.00
Facility Deposit	N/A	N/A	\$ 100.00	\$ 100.00
Cancellation/Transfer Fee	N/A	N/A	20%	20%
Gate Admission Must be Pre-Approved by Director Per Event				
<u>Park Fees</u>				
Park Reservation for Special Events	N/A	Per Day	\$ 50.00	\$ 50.00
Park Reservation for Park Area	N/A	Per Day	\$ 25.00	\$ 25.00
Picnic Shelter Small (1-2 Tables)	N/A	Per Day	\$ 37.00	\$ 37.00
Picnic Shelter Medium (3-6 Tables)	N/A	Per Day	\$ 80.00	\$ 80.00
Picnic Shelter Large (Over 6 Tables)	N/A	Per Day	\$ 156.00	\$ 156.00
Cleaning/Security Deposit	N/A	Per Day	\$ 75.00	\$ 75.00
Special Event Permit	N/A	Per Day	\$ 207.00	\$ 207.00
Cancellation/Transfer Fee	N/A	N/A	20%	20%
Electrical Use		Per Day	\$ 35.00	\$ 35.00

D R A F T

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee
<u>Valley Skate Park and Soccer Arena</u>				
Helmet Rental	N/A	Per Person	\$ 3.00	\$ 3.00
Helmet Deposit (ID Required or \$20 Deposit)	N/A	Per Person	\$ 20.00	\$ 20.00
Instructional Clinics/Lessons Per Session	N/A	Per Person	\$ 5.00-20.00	\$ 5.00-20.00
Skate Park and Arena Soccer Session Entry Fee				
Youth	NA	Per Session	\$ 2.00	\$ 2.00
Adult	NA	Per Session	\$ 4.00	\$ 4.00
Soccer Arena Rental	NA	Per Hour	\$ 5.00-50.00	\$ 5.00-50.00
Arena Soccer League				
Youth	NA	Per Team	\$ 50.00-100.00	\$ 50.00-100.00
Adult	NA	Per Team	\$ 300.00-500.00	\$ 300.00-500.00
Lights	NA	Half Hour	\$ 7.50	\$ 7.50
School District Arena Rental	NA	Per Team	\$ Cost Recovery for Staff	\$ Cost Recovery for Staff

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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Current Fee	Proposed Fee	
Golf Course					
Golf Course Fees:					
Adult-18 Holes (Mon.-Fri.)	N/A	Per Person	\$ 13.00		DELETE
Adult-18 Holes Twilight Rate (after 2PM)	N/A	Per Person	\$ 10.00		DELETE
Adult-9 Holes (Mon.-Fri.)	N/A	Per Person	\$ 9.00		DELETE
Adult-9 Holes Twilight Rate (After 2PM)	N/A	Per Person	\$ 6.00		DELETE
Seniors 55 & Over-18 Holes (Mon.-Fri.)	N/A	Per Person	\$ 11.00		DELETE
Seniors 55 & Over-18 Holes Twilight Rate (After 2PM)	N/A	Per Person	\$ 10.00		DELETE
Seniors 55 & Over-9 Holes (Mon.-Fri.)	N/A	Per Person	\$ 7.00		DELETE
Seniors 55 & Over-9 Holes Twilight Rate (After 2PM)	N/A	Per Person	\$ 6.00		DELETE
Adult & Seniors 18 Holes-Weekends, Holidays, Tournament Play	N/A	Per Person	\$ 15.00		DELETE
Adult & Seniors 9 Holes-Weekends, Holidays, Tournament Play	N/A	Per Person	\$ 11.00		DELETE
Students Under 18-18 Holes (Mon.-Fri.)	N/A	Per Person	\$ 8.00		DELETE
Students Under 18-18 Holes Twilight Rates (After 2PM)	N/A	Per Person	\$ 8.00		DELETE
Students Under 18-9 Holes (Mon.-Fri.)	N/A	Per Person	\$ 5.00		DELETE
Students Under 18-9 Holes Twilight Rates (After 2PM)	N/A	Per Person	\$ 5.00		DELETE
Students Under 18-18 Holes (Weekends, Holidays, Tournament)	N/A	Per Person	\$ 9.00		DELETE
Students Under 18-9 Holes (Weekends, Holidays, Tournament)	N/A	Per Person	\$ 7.00		DELETE
Cart Rental	N/A	Per Cart	\$ 3.00		DELETE
Club Rental	N/A	Per Set	\$ 5.00		DELETE
Replay for Additional 9 Holes	N/A	Per Person	\$ 5.00		DELETE
Golf Course Specials					
Punch Cards- Adults = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	\$ 60.00		DELETE
Punch Cards- Seniors = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	\$ 50.00		DELETE
Punch Cards- Students = Ten 9-Hole Rounds (Mon-Fri)	N/A	Per Card	\$ 35.00		DELETE
Punch Cards- Adults = Ten 9-Hole Rounds (Any Day)	N/A	Per Card	\$ 75.00		DELETE
Punch Cards- Seniors = Ten 9-Hole Rounds (Any Date)	N/A	Per Card	\$ 75.00		DELETE
Punch Cards- Students = Ten 9-Hole Rounds (Any Day)	N/A	Per Card	\$ 50.00		DELETE
Punch Cards- Adults = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	\$ 90.00		DELETE
Punch Cards- Seniors = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	\$ 75.00		DELETE
Punch Cards- Students = Ten 18-Hole Rounds (Mon-Fri)	N/A	Per Card	\$ 55.00		DELETE
Punch Cards- Adults = Ten 18-Hole Rounds (Any Day)	N/A	Per Card	\$ 100.00		DELETE
Punch Cards- Seniors = Ten 18-Hole Rounds (Any Date)	N/A	Per Card	\$ 100.00		DELETE
Punch Cards- Students = Ten 18-Hole Rounds (Any Day)	N/A	Per Card	\$ 60.00		DELETE
Monthly Cards- Seniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	\$ 75.00		DELETE
Monthly Cards- Students (Mon.-Fri.) Unlimited Play	N/A	Per Person	\$ 75.00		DELETE
Monthly Cards- Adults (Mon.-Fri.) Unlimited Play	N/A	Per Person	\$ 75.00		DELETE
			Weekdays	Weekends/Holidays	
Adult 9 Holes			\$ 9	\$ 11	NEW
Senior (55+) 9 Holes			\$ 6	\$ 9	NEW
Youth (17 & under) 9 Holes			\$ 5	\$ 7	NEW
All Twilight fees			\$ 6	\$ 6	NEW
Tournament Play			\$ 12	\$ 12	NEW
Additional 9 Holes			\$ 5	\$ 5	NEW
Cart & Club Rental			\$ 3	\$ 5	NEW
Adult Punch Card (10 Rounds)			\$ 75	NA	NEW
Senior Punch Card (10 Rounds)			\$ 30	NA	NEW
Youth Punch Card (10 Rounds)			\$ 40	NA	NEW

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 7 - Parks and Community Services

E.1.b

Facility Rental

Senior Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Proposed Fee
1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Banquet Room	2 4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 10.00
		Banquet Room with North Patio	2 4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 20.00
		Banquet Room	4 2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 20.00
		Banquet Room with North Patio	4 2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 35.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	-
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	-
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	-
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	-
		South Patio		Monday through Thursday	Per Hour	-
Service/Facility fees may apply						
2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Banquet Room	2 4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 45.00
		Banquet Room with North Patio	2 4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 90.00
		Banquet Room	4 2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 100.00
		Banquet Room with North Patio	4 2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 175.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	\$ 55.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	\$ 40.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	\$ 45.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	\$ 30.00
		South Patio		Monday through Thursday	Per Hour	\$ 75.00
Service/Facility fees may apply						
3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Banquet Room	4 hours	Monday through Thursday	Per Hour	\$ 100.00
		Banquet Room with North Patio	4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 175.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	\$ 175.00
		Banquet Room with North Patio	2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 300.00
		Classroom I and II	2 hours	Monday through Thursday Sunday	Per Hour	\$ 125.00
		Classroom I or II	2 hours	Monday through Thursday Sunday	Per Hour	\$ 68.00
		Arts & Crafts I and II	2 hours	Monday through Thursday Sunday	Per Hour	\$ 100.00
		Arts & Crafts I or II	2 hours	Monday through Thursday Sunday	Per Hour	\$ 58.00
		South Patio	2 hours	Monday through Sunday	Per Hour	\$ 90.00
Service/Facility fees may apply						

NEW

NEW

NEW

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 7 - Parks and Community Services

Senior Center (Cont.)

Service/Facility	Unit	Current Fee
Refundable Cleaning / Security Deposit		\$ 300.00
Setup / Reset Charge (if applicable)		\$ 75.00
Main Kitchen (Only)		\$ 100.00
Cleaning		\$130.00 - \$150.00
Decorating	Per Hour	\$ 25.00
Overtime Staff Charge	Per Hour	Cost Recovery
Staff Time	Per Hour	\$20.00 - \$30.00
Security Services	Per Hour	\$20.00 - \$25.00
False Fire / Police Alarm penalty (per each false alarm)	Per False Alarm	\$ 200.00
False Alarm - Fire penalty	Per False Alarm	\$ 28.00
False Alarm - Police penalty	Per Hour	\$ 150.00
Insurance		Cost Recovery
Cancellation Fee		\$ 299.00
A/V Projector		\$ 50.00

NEW

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Towngate Community Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday Friday (before 4pm)	Per Hour	\$ 15.00
			4 hours	Friday (after 4pm) through Sunday	Per Hour	\$ 15.00
Service/Facility fees may apply						
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday Friday (before 4pm)	Per Hour	\$ 60.00
			4 Hours	Friday (after 4pm) through Sunday	Per Hour	\$ 70.00
Service/Facility fees may apply						
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday Friday (before 4pm)	Per Hour	\$ 80.00
			4 Hours	Friday (after 4pm) through Sunday	Per Hour	\$ 90.00
Service/Facility fees may apply						
Group 4	Resident of Renaissance Park Housing Development	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday Friday (before 4pm)	Per Hour	\$ 25.00
				First two hours	Per Hour	\$ 60.00
			4 Hours	Friday (after 4pm) through Sunday	Per Hour	\$ 18.00
				First two hours	Per Hour	\$ 70.00
Service/Facility fees may apply						

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Section 7 - Parks and Community Services

E.1.b

Towngate Community Center (Cont.)

Service/Facility	Unit	Current Fee
Refundable Security Deposit	Per Hour	\$ 200.00
Setup/Reset Charge (if applicable)		\$ 25.00
Cleaning Fee		\$130.00 - \$150.00
Cancellation Fee		\$ 200.00
Staff Regular Time	Per Hour	\$20.00 - \$30.00
Staff Overtime		Cost Recovery
Decorating	Per Hour	\$ 25.00
Set-up Time and Tear Down of Event	Per Hour	\$ 25.00
False Alarm - Fire	Per Alarm	\$ 200.00
False Alarm - Police	Per Alarm	\$ 28.00
Unscheduled Program Use	Per Hour	\$ 100.00
Insurance	Per eVent	Cost Recovery
Security Services	Per Hour	-\$20.00 - \$25.00 Cost Recovery

DELETE

NEW

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Conference and Recreation Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee
Group 1	City sponsored/conducted events	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Friday evening beginning at 5:00 pm and Sunday	Per Hour	\$ 250.00
				After 6 hours	Per Hour	\$ 175.00
		Grand Valley Ballroom with small patio or large patio	3 Hours	Saturday	Per Hour	\$ 300.00
				After 6 hours	Per Hour	\$ 175.00
		Alessandro Room (Full or Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 12.00
		Alessandro Room (Full or Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 12.00
		Dance Studio	2 Hours	Monday through Sunday	Per Hour	\$ 12.00
		Gymnasium	2 Hours	Monday through Sunday	Per Hour	\$ 12.00
Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00		
Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00		
Service/Facility fees may apply						

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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 7 - Parks and Community Services

E.1.b

Conference and Recreation Center (Cont.)

2	Federal, State, County and Educational Institutions.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$	144.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$	144.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$	250.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	\$	300.00
				After 6 hours	Per Hour	\$	175.00
		Grand Valley Ballroom with large patio	2 3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$	300.00
				After 6 hours	Per Hour	\$	175.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	\$	350.00
				After 6 hours	Per Hour	\$	175.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$	50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$	25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	\$	20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$	50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$	25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$	25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	\$	30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$	45.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm Sunday	Per Hour	\$	50.00
		Half Gymnasium	2 Hours	Monday Friday 5:00 pm through Sunday	Per Hour	\$	25.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$	40.00
Service/Facility fees may apply							
Group 3	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities.- Proof of residency may be required.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$	160.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$	210.00
				After 6 hours	Per Hour	\$	175.00
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$	250.00
				After 6 hours	Per Hour	\$	175.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	\$	300.00
				After 6 hours	Per Hour	\$	175.00
		Grand Valley Ballroom with small patio-attendance under 200	3 Hours	Saturday	Per Hour	\$	250.00
				After 6 hours	Per Hour	\$	175.00
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$	300.00
				After 6 hours	Per Hour	\$	175.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	\$	350.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$	50.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$	25.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	\$	20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$	50.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$	25.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$	25.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	\$	30.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$	45.00
Entire Gymnasium	2 Hours	Monday through Friday 4:59pm Sunday	Per Hour	\$	50.00		
Half Gymnasium	2 Hours	Monday Friday 5:00 pm through Sunday	Per Hour	\$	25.00		
Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$	40.00		

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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 7 - Parks and Community Services

E.1.b

Conference and Recreation Center (Cont.)

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee
Group 4	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 200.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 250.00
		Grand Valley Ballroom with small patio	2 3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 350.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	\$ 400.00
		Grand Valley Ballroom with small patio - Long Term Rental (2 to 12 months)	3 Hours	Saturday Friday through Sunday	Per Hour	\$ 160.00
		Grand Valley Ballroom with large patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 350.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	\$ 400.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 75.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 40.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	\$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 75.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 40.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 75.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 110.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm-Sunday	Per Hour	\$ 100.00
Half Gymnasium	2 Hours	Friday 5:00 pm Monday through Sunday	Per Hour	\$ 50.00		
Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00		

Service/Facility fees may apply

Service/Facility	Unit	Current Fee
Grand Valley Ballroom Refundable Security Deposit for Groups 3 and 4		\$200.00 - \$750.00
Grand Valley Ballroom Refundable Security Deposit for Group 2 (Dependent on Event Liability)		-
Alessandro Room Refundable Security Deposit		\$ 100.00
Frank E. Brown Room Refundable Security Deposit		\$ 100.00
Dance Studio Refundable Security Deposit		\$250.00 - \$500.00
Gymnasium Refundable Security Deposit		\$250.00 - \$500.00
Grand Valley Ballroom Set-up Time and Tear Down of Event Minimum of one three hours prior and one hour following event. Maximum of two hours.	Per Hour	\$ 31.00
Alessandro Room Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.	Per Hour	\$ 25.00
Scoreboard and Controller	Per Day	\$ 20.00
Extended Facility Use		
Entire Gymnasium	Per Hour	\$ 100.00
Half Gymnasium	Per Hour	\$ 50.00
Grand Valley Ballroom	Per Hour	\$ 450.00
False Alarm - Fire	Per Alarm	\$ 200.00
False Alarm - Police	Per Alarm	\$ 28.00
Cleaning Fee		-\$200.00 - \$230.00 Cost Recovery
Unscheduled Program Use	Per Hour	\$ 100.00
Insurance		Cost Recovery
Decorating	Per Hour	\$ 31.00
Audio Visual Technician	Per Hour	\$35.00 - \$45.00
Staff Time	Per Hour	\$20.00 - \$30.00
Staff Overtime (per hour)		Cost Recovery

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

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Section 7 - Parks and Community Services

E.1.b

Conference and Recreation Center (Cont.)

Security Services	Per Hour/Per Guard	-\$20.00 – \$25.00
		Cost Recovery
Equipment Rental		Current Fee
TV/VCR/DVD		\$25
Coffee Pot (12 cup)		\$6
Coffee Pot (55 cup)		\$20
Coffee Pot (100 cup)		\$40
Linen Rental		\$5
		Cost Recovery
AV Projector		\$25
Overhead Projector		\$20
Microphone (cordless)		\$25
Deluxe Sound System (small system available at no charge)		\$100
Dance Floor - 500 sq.ft. thru 1000 sq. ft. (includes set-up)		\$200
Easel		\$10
Flags		No charge
Gymnasium Floor Covering		\$1,300
Platform Lights		\$100.00 - \$200.00
Portable Bar		\$50
Projection Screen		No charge
Podium with microphone		No charge

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- * Tables and chairs are included in the room rental fee.
- * Replacement fee will be assessed if equipment is damaged or destroyed.
- * Fees are subject to cost recovery charges.
- * Linens, cutlery, decorations, and patio furniture are not included with the room rental fee.
- * Rental equipment fees are subject to change without notice.

RECIPROCAL ARRANGEMENTS

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Mobile Stage Unit

Categories	Mandatory Staff Fee		Refundable Cleaning Deposit	Unit	Current Fee
	Stage Unit with Platforms (3 staff)	(2 staff)			
Category I	Cost Recovery	Cost Recovery			
			No Charge		No Charge
Category II					
Within Moreno Valley City Boundaries	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 135.00
Boundaries Outside of Moreno Valley	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 575.00
Category III					
	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 125.00
Category IV					
	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 335.00
Category V					
Within boundaries of Moreno Valley	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 560.00
Outside of boundaries of Moreno Valley	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 600.00

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 7 - Parks and Community Services

Mobile Stage Unit (Cont.)

CATEGORY DEFINITIONS	
Category I:	Parks and Community Services Department, City sponsored and/or city co-sponsored events.
Category II:	Other governmental agencies (city, county, federal or state) and educational institutions (school districts).
Category III:	A Moreno Valley based non-profit service organization that holds monthly meetings within the City of Moreno Valley's city boundaries. Organization must have a City of Moreno Valley mailing address. Organization's primary purpose must be charity, youth development, cultural enrichment, or civic improvement; and must show proof of non-profit status (Section 501(c)(3) and 501(c)(4) of Internal Revenue Code). Organization must show a viable organizational structure including with the application a listing of board officers' names, addresses and telephone numbers.
Category IV:	Moreno Valley businesses located within the City of Moreno Valley's city boundaries.
Category V:	Non-Moreno Valley based businesses and non-profit organizations.

MOBILE STAGE UNIT MISCELLANEOUS INFORMATION

DIMENSIONS Stage When Extended	
Interior Length	36'
Interior Depth	13', 6"
Body of Mobile Stage Unit	
Width	8 feet
Length	40', 45' hitch
Height of Back Wall	92" or 7'-8"
Platforms	
Extra Stage - Total of 9 Each	4' X 8'

D R A F T

AMENITIES INCLUDED IN MOBILE STAGE UNIT COST

Skirting around mobile stage unit
Generator

OPTIONAL AMENITIES

Sound System available at an additional cost of \$50.00 per day plus \$100.00 refundable security / deposit.
Sound System include Amplifier - Includes 8 Channels
Two (2) Large speakers with stands
Two (2) microphones with stands
Tape deck

Equestrian Center

User Group	Classification		Current Fee
Group 1	City sponsored/ conducted events, non-profit organizations, governmental agencies (Federal, State, County) and Educational Institutions with reciprocal arrangements (defined below).		\$ 0 *
Group 2	City of Moreno Valley resident (proof of residency may be required), resident non-profit organization (proof of residency may be required), governmental agencies (Federal, State, County) and Education Institutions.		\$ 100.00 *
Group 3	Moreno Valley commercial groups - social activities.	Per Day	\$ 125.00 *
Group 4	Non-Resident, non-profit, (proof of non-profit status may be required).	Per Day	\$ 125.00 *
Group 5	Resident, commercial use for profit.	Per Day	\$ 125.00 *
Group 6	Non-Resident, commercial use for profit.	Per Day	\$ 125.00 *

* Service/Facility Use Fees may apply

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 7 - Parks and Community Services

Equestrian Center (Cont.)

SERVICE / FACILITY USE FEES

Service / Facility	Current Fee
Refundable Security Deposit	\$ 300.00
Tractoring Fee (if applicable), each	\$ 100.00
Standby Tractoring Fee	\$ 50.00
Water Key Deposit	\$ 25.00
Lighting	\$ 15.00
Cancellation	\$ 25.00
Staff Overtime (per hour)	Cost Recovery

RECIPROCAL ARRANGEMENTS

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Cottonwood Banquet Room

Room	Classification	Unit	Current Fee
Banquet Room	Friday through Saturday (Minimum Time 4 hours)	per Hour	\$ 50.00
Banquet Room	Monday through Thursday (Minimum Time 2 hours)	Per Hour	\$ 40.00

*Service/Facility Use Fees may apply

SERVICE / FACILITY USE FEES

Service / Facility	Unit	Current Fee
Refundable Cleaning/Security Deposit		\$ 200.00
Setup/Reset Charge	per Hour	\$ 25.00
Cleaning		Cost Recovery
Decorating	per Hour	\$ 25.00
Staff Charge	per Hour	\$ 25.00
Other Security Services	per Hour	\$ 20.00
Unscheduled Program Use	per Hour	\$ 90.00
Cancellation Fee	per Hour	\$ 200.00

Cottonwood Golf Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Multipurpose Room	2 Hours	Monday through Friday (before 4pm)	Per Hour	\$ 25.00
		Multipurpose Room	4 Hours	Friday (after 4pm) through Sunday	Per Hour	\$ 25.00
		Meeting Room	2 hours	Monday through Friday (before 4pm)	Per Hour	\$ 40.00
		Meeting Room	4 Hours	Friday (after 4pm) through Sunday	Per Hour	\$ 50.00
		Service/Facility fees may apply				

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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 7 - Parks and Community Services

E.1.b

Cottonwood Golf Center (Cont.)

Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Multipurpose Room	2 Hours	Monday through Friday (before 4pm)	Per Hour	\$	60.00	NEW
		Multipurpose Room	4 Hours	Friday (after 4pm) through Sunday	Per Hour	\$	70.00	NEW
		Meeting Room	2 Hours	Monday through Friday (before 4pm)	Per Hour	\$	50.00	NEW
		Meeting Room	4 Hours	Friday (after 4pm) through Sunday	Per Hour	\$	60.00	NEW
Service/Facility fees may apply								
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Multipurpose Room	2 Hours	Monday through Friday (before 4pm)	Per Hour	\$	80.00	NEW
		Multipurpose Room	4 Hours	Friday (after 4pm) through Sunday	Per Hour	\$	90.00	NEW
		Meeting Room	2 Hours	Monday through Thursday	Per Hour	\$	70.00	NEW
		Meeting Room	4 Hours	Friday (after 4pm) through Sunday	Per Hour	\$	80.00	NEW
Service/Facility fees may apply								

Service/Facility	Unit	Current Fee	
Refundable Security Deposit		\$ 200.00	NEW
Cleaning Fee		\$50.00 - \$150.00	NEW
Cancellation Fee		\$ 200.00	NEW
Staff Regular Time	Per Hour	\$20.00 - \$30.00	NEW
Staff Overtime		Cost Recovery	NEW
Decorating/ Event Tear Down	Per Hour	\$ 25.00	NEW
False Alarm - Fire	Per Alarm	\$ 200.00	NEW
False Alarm - Police	Per Alarm	\$ 28.00	NEW
Unscheduled Program Use	Per Hour	\$ 100.00	NEW
Insurance		Cost Recovery	NEW
Transfer Fee		\$ 40.00	NEW
Security Services	Per Hour	\$20.00 - \$25.00	NEW

D R A F T

RECIPROCAL ARRANGEMENTS

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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 8 - Police

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
ABC Letter (Alcohol Beverage Control Letter)	Each	\$ 20	\$ 20
<u>Administrative Citations</u>			
1st Offense		\$ 100 MC 1.01.230	\$ 100
2nd Offense		\$ 200 MC 1.01.230	\$ 200
3rd Offense		\$ 500 MC 1.01.230	\$ 500
Bingo Permit	Annual	\$ 50 Fee set by PC 326.5/Ord 611 11.50.050	\$ 50
Certification of Police Records	Each	\$ 5	\$ 5
Clearance Letter	Each	\$ 10 GC6253(b)	\$ 10
Citation Sign-off for Non-Resident	Each	\$ 15 GC26746.1	\$ 15
Concealed Weapons Permit	Processed by the Riverside County Sheriff's Department		
Explosive Permit (fingerprinting)	See Fingerprinting: Live Scan		
False Alarm Response			
Burglary	per Occurrence	\$ 32	\$ 32
Robbery	per Occurrence	\$ 125	\$ 125
Fingerprinting (Live Scan)			
Processing through DOJ and FBI	per Set	\$ 49 Fee set by DOJ and FBI	\$ 49 DELETE
Processing through DOJ	per Set	\$ 32 Fee set by DOJ	\$ 32 DELETE
Processing fee	per Set	\$ 10 PC 13300(e)	\$ 10
Juvenile Daytime Curfew Ordinance Police Service Fee (plus fine amount)		\$ 30 MC 11.05.080	\$ 30 DELETE
Photographs			
Photographs: Traffic Collisions (3"x5" or 8"x10")*	Each	\$ 22	\$ 22
Color Copy of Digital Photo	Each	\$ 5	\$ 5
Mug Shot/Booking Photo	Each	\$ 5	\$ 5

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 8 - Police

	Unit	Current Fee	Proposed Fee
Police Services at Public Event			
Police Sergeant	per Hour	\$ 99	Fully burdened City cost per contract
Police Officer	per Hour	\$ 71	
Community Services Officer	per Hour	\$ 49	
Reports			
Collision and Crime	up to 10 pages	\$ 5	\$ 5
	each additional page	\$ 0	\$ 0
Repossession Fee			
		\$ 15	\$ 15
Fee set by GC26751 & GC41612			
Second Hand Dealers License (Fingerprinting Required)			
State Initial License		\$ 300	\$ 300
Renewal		\$ 300	\$ 300
Fingerprinting (Live Scan)		\$ 32	\$ 32 DELETE
Live Scan processing fee		\$ 10	\$ 10 DELETE
		\$ 5	\$ 5
Federal Statute Title 5 Chapter 91 Section 9101			
Security Clearance Information Act (SCIA) - Local Records Check			
		\$ 5	\$ 5
Taxicab (Fingerprinting Required)			
Application Processing	Annual	\$ 159	\$ 159
Taxicab Driver Permit	Annual / per Driver	\$ 11	\$ 11
Taxicab Permit	Annual / per Taxicab	\$ 11	\$ 11
Fingerprinting/Background Check		See Fingerprinting: Live Scan	
Tow Truck (Fingerprinting Required)			
Driver Fee	Annual	\$ 26	\$ 26
Fingerprinting/Background Check		See Fingerprinting: Live Scan	
Vehicle Release			
		\$ 120	\$ 75
Massage			
Appeal Fee (Operator and technician)		\$ 146	\$ 110
Application Fee and Renewal		\$ 13	\$ 6
Inspection Fee		\$ 142	\$ 70
<u>Background Check, Fingerprinting and photo</u>			
Initial		\$ 175	\$ 133
Renewal		\$ 70	\$ 133
Testing Fee (Operator and technician)		\$ 98	\$ 98

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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

<u>Administration</u>	<u>Unit</u>	<u>Current Fee</u>
Plans and Specification Fee (non-refundable)		Actual cost (\$10 min)
Copy of Capital Improvement Plan	Each	Actual City Cost

D R A F T

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

Land Development

LEGAL AND OTHER DOCUMENTS

Fee Includes Three (3) Reviews, Unless Otherwise Noted

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Lot Line Adjustment	Each	\$ 1,168	\$ 1,168
Certificate of Parcel Merger	Each	\$ 1,168	\$ 1,168
Certificate of Correction	Each	\$ 498	\$ 498
Certificate of Compliance	Each	\$ 980	\$ 980
Conditional Certificate of Compliance	Each	\$ 1,424	\$ 1,424

Street Vacation

Summary	Each	\$ 1,208	\$ 1,208
Full	Each	\$ 4,009	\$ 3,391

Condemnation

Initial Processing Deposit	Deposit	\$ 5,000	\$ 5,000
Right-of-Way Acquisition and Processing (minimum fee)	Deposit (per lot)	\$ 5,000 Amount determined by City Engineer. Not to exceed total City cost.	\$ 5,000 Amount determined by City Engineer. Not to exceed total City cost.

D R A F T

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

Land Development

Document Review and Processing

	Unit	Current Fee	Proposed Fee
Minor Documents (Staff Reports, Offers of Dedication, Easement Deeds, Grant Deeds, Centerline Tie Sheets, Public Improvement Agreements, partial Security Reduction, etc) (For 2 Reviews)	Each	\$ 798	\$ 798
Major Documents (DIF/TUMF Actual cost verification, etc)	Each	Amount determined by City Engineer. Not to exceed total City cost.	Amount determined by City Engineer. Not to exceed total City cost.
Public Improvement Agreement (Extension)	Each	\$ 932	\$ 848
Security Release/Exoneration	Each	\$ 1,795	\$ 1,795
Assurance of Construction (Grading, Damage and Minor Construction Securities)	Deposit	Security amount determined by City Engineer	Security amount determined by City Engineer

MAP CHECKING

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Parcel Map Residential plus per lot fee	Each per Lot	\$ 4,771 + \$ 43	\$ 4,771 + \$ 43	
Parcel Map Non-Residential plus per lot fee	Each per Lot	\$ 5,108 + \$ 43	\$ 5,108 + \$ 43	
Tract Map	Each per Lot	\$ 5,108 + \$ 43	\$ 5,108 + \$ 43	
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 289	\$ 235	
Amended Map Residential	Each	\$ 2,966		DELETE
Amended Map Non-Residential	Each	\$ 3,303		DELETE

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

Land Development

MAP CHECKING (CONT)

	Unit	Current Fee	Proposed Fee
Amended Tract Map	Each	\$ 3,303	\$ 505
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 289	\$ 235
Reversion to Acreage	Each	\$ 1,733	\$ 340
Monument Review Field		5% of Bond or \$415 min	5% of Bond or \$415 min
Survey Monument Restoration (Two Reviews, Per Set)	Each	\$ 272	\$ 45

IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer, etc Plans)

~~Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted~~

DELETE

<= \$100,000 of Engineer's estimate Plus	Deposit	\$ 0 +	DELETE
-\$100,001-\$250,000 of Engineer's estimate Plus		\$ 0 +	DELETE
-> \$250,000 of Engineer's estimate		\$ 0	DELETE

~~On-site Improvements (For non-single family residential, based on Engineer's estimate)~~

~~\$ 0~~

DELETE

~~4th and Subsequent Reviews (Improvement Plans minimum fee)~~

~~per Sheet, per Review~~

~~\$ 263~~

DELETE

~~-or amount determined by the City-
Engineer. Fee not to exceed total City
cost-~~

DELETE

Revisions (Improvement Plans)

~~Minor (Including As-Builts, minimum fee*)~~

~~per Sheet, per Review~~

~~\$ 276~~

DELETE

~~Major (minimum fee)~~

~~per Sheet, per Review~~

~~\$ 285~~

~~-Amount determined by the City-
Engineer. Fee not to exceed total City-~~

DELETE

~~* For As-Builts with no changes, a one sheet fee is required.~~

IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer, etc Plans)

~~Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted~~

~~per Sheet~~

~~\$ -~~

\$ 1,290

NEW

~~4th and Subsequent Reviews (Improvement Plans minimum fee)~~

~~per Sheet, per Review~~

~~\$ 263~~

\$ 263

~~Traffic Signal Plan Check~~

~~per Sheet for first 3 reviews~~

~~\$ -~~

\$ 3,005

NEW

~~Revisions (Improvement Plans)~~

~~per Sheet~~

~~\$ -~~

\$ 315

NEW

~~* For As-Builts with no changes, a one sheet fee is required.~~

D R A F T

Section 9 - Public Works

Land Development

MASS/ROUGH GRADING PLAN CHECK

Parcel Map Subdivisions and Custom Homes

Unit	Current Fee	Proposed Fee	
-0-5,000 CY	\$ 2,724	\$ 2,724	DELETE
-5,001-100,000 CY Plus	\$ 2,724 +	\$ 2,724	DELETE
-Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)	\$ 338	\$ 338	DELETE
->100,000 CY Plus	\$ 9,146 +	\$ 9,146	DELETE
-Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)	\$ 113	\$ 113	DELETE

4th and Subsequent Reviews (Mass/Rough Grading Plans) per Sheet, per Review

\$ 307	\$ 307	DELETE
--------	--------	--------

Tract Maps & Non Subdivisions

-0-5,000 CY	\$ 3,061		DELETE
-5,001-100,000 CY Plus	\$ 3,061 +		DELETE
-Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)	\$ 338		DELETE
->100,000 CY Plus	\$ 9,483 +		DELETE
-Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)	\$ 113		DELETE

4th and Subsequent Reviews (Mass/Rough Grading Plans) per Sheet, per Review

\$ 307		
--------	--	--

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted
4th and Subsequent Reviews (Improvement Plans minimum fee)

per Sheet
per Sheet, per Review

\$ -	\$ 1,325	NEW
\$ -	\$ 390	NEW

Revisions (Mass/Rough Grading Plans) Including As-Builts
* For As-Builts with no changes, a one sheet fee is required.

per Sheet, per Review

\$ 1,347	\$ 390	NEW
----------	--------	-----

STOCKPILE/BORROW SITE PLAN

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

-0-5,000CY	\$ 795.00		DELETE
-5,001-100,000 CY	\$ 1,246.00		DELETE
->100,000 CY	\$ 1,661.00		DELETE

4th and Subsequent Reviews (Stockpile/Borrow Plans) per Sheet, per Review

\$ 307.00		DELETE
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Revisions (Stockpile/Borrow Plans)

-Minor	per Sheet, per Review	\$ 350.00		DELETE
-Major (minimum fee)	per Sheet, per Review	\$ 400.00		DELETE
		-Actual amount determined by the City Engineer. Fee not to exceed total City cost.-		DELETE

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

Land Development

STOCKPILE/BORROW SITE PLAN (Cont.)

Stockpile/Borrow Sites (Initial fee includes three (3) reviews unless otherwise noted)

4th and Subsequent Reviews (Stockpile/Borrow Plans)

Revisions (Stockpile/Borrow Plans)(Initial fee includes three (3) reviews unless otherwise noted)

Unit	Current Fee	Proposed Fee	
per Sheet	\$ -	\$ 790	NEW
per Sheet, per Review	\$ -	\$ 310	
per Sheet, per Review	\$ -	\$ 340	NEW

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

~~Parcel Map Subdivisions and Custom Homes Plus~~

Each	\$ 2,627 +	\$ 2,627	DELETE
per Lot	\$ 74	\$ 74	DELETE

~~Tract Maps~~

Each	\$ 2,964	\$ 2,964	DELETE
per Lot	\$ 74	\$ 74	DELETE

~~Non Subdivisions~~

-0-5,000CY	\$ 2,965	\$ 2,965	DELETE
-5,001-100,000 CY Plus	\$ 2,965 +	\$ 2,965	DELETE
-Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)	\$ 301	\$ 301	DELETE
->100,000 CY Plus	\$ 8,684 +	\$ 8,684	DELETE
-Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)	\$ 74	\$ 74	DELETE

D R A F T

Section 9 - Public Works

Land Development

PRECISE GRADING PLAN CHECK (CONT)

	Unit	Current Fee	Proposed Fee	
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	\$ 320	\$ 320	DELETE
Revisions (Precise Grading Plans)				
Minor (Including As-Built, minimum fee*)	per Sheet, per Review	\$ 350	\$ 350	DELETE
Major (minimum fee)	per Sheet, per Review	\$ 400	\$ 400	DELETE

* For As-Built with no changes, a one sheet fee is required.

~~Actual amount determined by the City Engineer. Fee not to exceed total City cost.~~ ~~Actual amount determined by the City Engineer. Fee not to exceed total City cost.~~

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	per Sheet	\$ -	\$ 2,250	NEW
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	\$ -	\$ 595	NEW
Revisions (Precise Grading Plans) Including As-Built	per Sheet, per Review	\$ -	\$ 420	

* For As-Built with no changes, a one sheet fee is required.

STUDIES

Flood Plain (CLOMR/LOMR) - initial processing, deposit

-1-10 Acres (Tributary)	Each	\$ 3,516.00	\$ 2,500	DELETE
-Over 10 Acres	Each	\$ 3,516.00 +		DELETE
-Each Acre over 10 Acres	per Acre	\$ 21.00		DELETE

Drainage (Hydrology/Hydraulics)

-0-50 Acres (Tributary)	per Acre	\$ 51.00	\$450 minimum	DELETE
-51-100 Acres Plus	Each	\$ 2,500.00 +		DELETE
-Each Additional Acre over 50	per Acre	\$ 6.00		DELETE
-101-1,000 Acres Plus	Each	\$ 2,800.00 +		DELETE
-Each Additional Acre over 100	per Acre	\$ 4.00		DELETE
-Over 1,000 Acres Plus	Each	\$ 6,400.00 +		DELETE
-Each Additional Acre over 1,000	per Acre	\$ 1.00		DELETE
Base Fee Plus			\$ 3,154	NEW
per acre			\$ 39	NEW
Hydrology & Hydraulic Calculations for Treatment Control Devices			\$ 1,892	NEW
4th and Subsequent Review, per review			\$ 1,104	NEW

Preliminary Drainage Study (Entitlement Stage) Each \$ 493.00 \$ 493

Preliminary Water Quality Management Plan (P-WQMP)

WQMP Preliminary Document Review

-First Two Reviews Only (Consultant and Admin)		\$ 990		DELETE
Three Reviews (Consultant & Admin)		\$ -	\$ 3,359	NEW
-Third and Subsequent Reviews (Fee for Consultant Only)	Each Review	\$ 341		DELETE
Additional Reviews	Each Review		\$ 788	NEW
All Meetings	per Hour	\$ 265	\$ 170	
All Teleconferences	per Hour	\$ 159	\$ 170	

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

Land Development

Final Water Quality Management Plan (F-WQMP)

WQMP Final Document Review

(Initial fee includes Document Review, Teleconferences and Meetings)

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Basic Review (Maximum 3 Reviews and 2 Meetings) (Applies to Hillside Residential ≤ 9 Units)		\$ 1,164	\$ 1,164
Subsequent Reviews	Each Review	\$ 795	\$ 795
Subsequent Meetings	per Hour	\$ 265	\$ 170
Subsequent Teleconferences	per Hour	\$ 159	\$ 170
Standard Review (Maximum 2 Reviews and 2 Meetings) (Applies to Residential ≤ 50 Units; Commercial ≤ 2 Acres; Industrial ≤ 1 Acre; Automotive ≤ 1 Acre; Restaurants ≤ 1 Acre; Hillside Development ≤ 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots ≤ 2 Acres)		\$ 4,547	\$ 3,391
Subsequent Reviews	Each Review	\$ 1,526	\$ 1,526
Subsequent Meetings	per Hour	\$ 265	\$ 170
Subsequent Teleconferences	per Hour	\$ 159	\$ 170
Complex Review (Maximum 3 Reviews and 3 Meetings) (Applies to MFR or SFR > 50 Units; Commercial > 2 Acres; Industrial > 1 Acre; Automotive > 1 Acre; Restaurants > 1 Acre; Hillside Development > 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots > 2 Acres)		\$ 6,550	\$ 4,747
Subsequent Reviews	Each Review	\$ 1,934	\$ 1,934
Subsequent Meetings	per Hour	\$ 265	\$ 170
Subsequent Teleconferences	per Hour	\$ 159	\$ 170

D R A F T

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

Land Development

OTHER PLAN CHECK FEES

Underground Overhead Utilities

~~Underground of Utilities Administration Fee Plus~~

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	
Underground Overhead Utilites Plan Check fee	per Review	\$ -	\$ 315	NEW
Underground of Utilities In-Lieu Fee (In accordance with Development Code 9.14.130)	per Linear Foot	\$ 207	\$ 207	

IMPROVEMENT PLAN INSPECTION

Grading

Mass, Rough, Precise, Stockpile or Borrow Grading Inspection (All projects)				
0-100 CY		\$ 675	\$ 675	
101-1,000 CY Plus		\$ 675 +	\$ 675 +	
Each Additional 100 CY or portion thereof over 100 CY (prorated per cubic yard)		\$ 126	\$ 126	
1,001-10,000 CY Plus		\$ 1,809 +	\$ 1,809 +	
Each Additional 1,000 CY or portion thereof over 1,000 CY (prorated per cubic yard)		\$ 414	\$ 414	
10,001-100,000 CY Plus		\$ 5,535 +	\$ 5,535 +	
Each Additional 10,000 CY or portion thereof over 10,000 CY (prorated per cubic yard)		\$ 376	\$ 376	
> 100,000 CY Plus		\$ 8,919 +	\$ 8,919 +	
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		\$ 338	\$ 338	

Improvements

Improvement Plan (Offsite Public Improvements, Per Project)				
< \$100,000 of Engineers estimate Plus	Deposit	4% +	4% +	
\$100,000-\$250,000 of Engineers estimate Plus	Deposit	3% +	3% +	
> \$250,000 of Engineers estimate	Deposit	3%	3%	
Onsite Improvements (Based on Engineer's estimate)	Deposit	1%	1%	
Re-inspection	Each	\$ 458	\$ 458	
Holidays, Weekends and Night Inspections (Based on staff availability)	per Hour*	\$ 79 Straight Time	\$ 170 Straight Time	
	*minimum of 2 hour	\$ 96 Over Time	\$ 255 Over Time	

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

Land Development

STORM WATER MANAGEMENT INSPECTION

Storm Water Pollution Abatement Program

Projects Under Construction

Construction Site Inspection

Current Fee	Proposed Fee
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\$ 426	\$ 315
\$ 19	

DELETE

Existing Businesses

NPDES Industrial Site Initial Inspection

Each

\$ 477	\$ 363
--------	--------

Follow-up Compliance Inspection

Each

\$ 224	\$ 158
--------	--------

NPDES Commercial Site Initial Inspection

Each

\$ 351	\$ 237
--------	--------

Follow-up Compliance Inspection

Each

\$ 224	\$ 158
--------	--------

NPDES Restaurant Initial Inspection (CAP)

Each

\$ 287	\$ 237
--------	--------

Follow-up Compliance Inspection

Each

\$ 224	\$ 159
--------	--------

NPDES Business Inspection Invoice Processing

\$ 19	\$ 19
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Water Quality Basin Landscape Plan Check (per sheet includes 3 submittals)

\$ 2,059	\$ 1,915	NEW
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Each Additional submittal

per Sheet

\$ 318	\$ 300	NEW
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Water Quality Basin Landscape Inspection

0-1 Acre

\$ 12,565	\$ 1,892
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1-1.5 Acres

\$ 14,450	\$ 2,365
-----------	----------

1.5-2 Acres

\$ 16,334	\$ 2,523
-----------	----------

2-2.5 Acres

\$ 18,220	\$ 3,154
-----------	----------

Each additional 1/2 Acre > 2.5 Acres

per 1/2 Acre

\$ 1,884	\$ 315
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PENALTY FEES

Inspection and Testing work in Right-of-Way without Encroachment Permit

\$ 639	\$ 639
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Failure to Schedule Inspection Prior to Performing Work *

\$ 129	\$ 129
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* Penalty Fee to be determined by the City Engineer. Listed amount for the first offense and not to exceed \$500 for each subsequent offense.

PERMITS - ADMINISTRATION FEES

Grading or Inspection: Permit Issuance

Each

\$ 87	\$ 87
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Construction Permit Issuance

Each

\$ 87	\$ 87
-------	-------

Newspaper Rack Annual Permit Issuance

Each

\$ 87	\$ 87
-------	-------

Annual Utility Blanket Permit Administration

Each

\$ 87	\$ 87
-------	-------

Second Driveway Approach Application

Each

\$ 87	\$ 87
-------	-------

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

Land Development

PERMITS - INSPECTION FEES

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Concrete Sidewalk			
0-100 Linear Feet	Each	\$ 70 +	\$ 70 +
> 100 Linear Feet	per Linear Foot	\$ 1	\$ 1
Parkway Drains	Each	\$ 153	\$ 153
Residential Curb Core (2 maximum per lot)	per Lot	\$ 83	\$ 83
Driveways			
Commercial	Each	\$ 153	\$ 153
Residential	Each	\$ 215	\$ 170
Excavation-Street Crossing	per Linear Foot	\$ 2 \$232 min	\$ 2
0-100 Linear Feet (Base Feet)		\$ -	\$ 315
>100 Linear Feet	per LF	\$ -	\$ 1
Excavation Parallel Trench	per Linear Foot	\$ 1 \$232 min	\$ 1
Small Bore Potholes (12" Diameter Maximum)	Each	\$ 28	\$ 28
All Other Potholes	Each	\$ 82	\$ 82
Bores/Splice Pits	Each	\$ 55	\$ 55
Non-Retaining Wall	Each	\$ 153	\$ 153
Fence	Each	\$ 153	\$ 153
Newspaper Rack Installation	Each	\$ 55	\$ 55
Utility Blanket Permit Individual Location Inspection	Each	\$ 15	\$ 15
Miscellaneous Inspections (Based on staff availability)	per Hour*	\$ 79 Straight Time	\$ 170 Straight Time
	*minimum of 1 hour	\$ 96 Over Time	\$ 255 Over Time

D R A F T

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

Land Development

OTHER PERMITS

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>	
Application Fee for Special Events, (Including Permit to Conduct a Parade or other event within Public Property or Street Right-of-Way.)	Each	\$ 217	\$ 217	
Block Party Permit Processing	Each	\$ 87	\$ 87	
Flood Plain Determination (Community Rating System)	per Lot	\$ 21	\$ 21	
Elevation Certification (Mobile Home Park)	Each	\$ 164	\$ 164	

OTHER FEES

Advanced Energy Fees

New Street Light Installation Fee(s) - Zone B (Residential and Zone C (Arterial & Intersections))

Administration Fee		\$ 428	\$ 160	
Street Light Coordination Fee	per Pole	\$ -	\$ 380	NEW
Zone B 100w HPSV or equivalent (9,500 Lumens)	Each	\$ 621	\$ 621	
Zone C 200w HPSV or equivalent (22,000 Lumens)	Each	\$ 680	\$ 680	
250w HPSV or equivalent*		\$ 705	\$ 705	
100w LED or equivalent		\$ 655	\$ 655	
145w LED or equivalent*		\$ 706	\$ 706	

** The fee for any street light installation which may exceed the identified wattages (w), as denoted above will be determined by the Special Districts Division. Fee is not to exceed actual City Cost.*

Area Drainage Plan Fee

Established by and payable to the County of Riverside Flood Control District

MISCELLANEOUS LAND DEVELOPMENT FEES

City of Moreno Valley Book of Standard Drawings	Each	\$ 48	\$ 48	
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Research of Records, Files, etc.

Technical	per Hour*	\$ 87	+reproduction costs	DELETE
Professional	per Hour*	\$ 145	+reproduction costs	DELETE

* minimum of 1/2 hour

In-house Reproduction costs of Engineered Plan Sheets (Large Format)	per Sq Ft	\$ 1	\$ 1	
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Hourly Rates

Land Development			\$ 170	
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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

	<u>Unit</u>	<u>Current Fee</u>
<u>Maintenance and Operations</u>		
Private Residence Tree Removal (Service not available on request; service will only be performed when required as determined by Public Works, Maintenance and Operations Division)	Each	\$ 280.00
<u>Solid Waste</u>		
Self Haul Permit (Solid Waste)	Each	\$ 41.00
Confiscation of Bin		
(1.5 yard - 6 yard)		
Hauling & Disposal	per Bin	\$ 98.00
Storage	per Bin	\$ 25.00
(10 yard - 40 yard)		
Hauling & Disposal	per Bin	\$ 458.00
Storage	per Bin	\$ 75.00

D R A F T

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

Special Districts

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Miscellaneous Document Preparation, Review, Research, Processing etc	per Hour	\$ 123 + third party expenses	\$ 123 + third party expenses
Land and Assessment Division Applications	per Parcel	\$ 942 + third party expenses \$ 27	\$ 942 + third party expenses \$ 27
Special District Formation Application	Each	\$ 5,238	\$ 5,238
Special District Bond Issuance	Each	1% of bond issue \$50,000 min	1% of bond issue \$50,000 min
Special Tax Report	Each	City-Cost \$10 min	DELETE
Annual Levy Report	Each	City-Cost \$10 min	DELETE
Parcel Payoff/ Amortization Schedule Note: Bond payoff/ amortization schedule information is given to property owners free of charge. Others requesting information will be charged per parcel.	per Parcel	\$ 46	\$ 46
Fixed Charge Tax Bill Revisions	per Parcel	County Cost	\$ 150.00 plus County Cost
Plans and Specifications (Non-refundable) (Landscape and Street Light documents)		City Cost \$10 min	City Cost \$10 min
Fixed Charge Levy Admin Fee (Fire & Code Nuisance Abatement)	per Parcel	\$ -	\$ 16.00 NEW
Fixed Charge Levy Admin Fee (Solid Waste)	per Parcel	\$ -	\$ 1.00 NEW

DRAFT

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

Special Districts

	<u>Unit</u>	<u>Current Fee</u>		<u>Proposed Fee</u>
Mail Ballot / Special Election Processing (includes 2 Council meetings)				
Administrative Fee	per Proceeding	\$ 3,375 + 3rd Party expenses		\$ 2,364 + 3rd Party expenses
Administrative Fee (CFD Annexations Only)	per Proceeding	\$ 1,800 + 3rd Party expenses		\$ 1,800 + 3rd Party expenses
Additional/rescheduled Council Meeting	per Meeting	\$ 791 + 3rd Party expenses		\$ 750 + 3rd Party expenses
Annexation/boundary map preparation	per Map	Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.		Actual charge is "fully burdened" rate charge plus expenses. Not to exceed actual City cost.

Landscape Plan Check

Base Fee (7 sheets & 3 total submittals)		\$ 6,281	per Sheet	\$ 1,330
Each Additional Sheet & 3 submittals		\$ 880		\$ 880 DELETE
Each Additional submittal	per Sheet	\$ 189		\$ 155

Note: Landscape Plan Check fees include Special Districts, Planning & Land Development

Landscape Inspection

0-1 Acre		\$ 12,565		\$ 12,565 DELETE
Less than .5 Acres		\$ 6,840		\$ 6,840
>.5 to 1 Acres		\$ -		\$ 11,240
>1-1.5 Acres		\$ 14,450		\$ 14,450
>1.5-2 Acres		\$ 16,334		\$ 16,334
2-2.5 Acres		\$ 18,220		\$ 18,220
Each additional 1/2 acre > 2.5	per 1/2 acre	\$ 1,884		\$ 1,960
Additional Inspections or Re-Inspections	per Hour	\$ 121	See Note 1	\$ 121

Public Works Landscape Design Guidelines	Each	\$ 10		\$ 10
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Note 1 - Any fees added to the Fee Schedule after November 2010 may not be automatically increased by CPI based on legal interpretation of Prop 26. This ruling does not include fees related to recreation programs, facility rental or utility operations.

Special Districts Hourly Rate				\$ 150
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Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Section 9 - Public Works

Transportation Engineering

Permit Parking Program

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Application Fee	Each	\$ 95.00	\$ 95

Special Traffic Count

Daily Two Directional	per Count	\$ 144.00	\$ 180
Daily Non-Directional	per Count	\$ 71.00	DELETE
Peak Hour Intersectional	per Count	\$ 50.00	\$ 180

Speed Study

Radar		\$ 54.00	DELETE
Speed Profile (2 tubes, 1 machine)		\$ 201.00	DELETE

Special Traffic Curb Painting

Deposit		\$ 178.00	DELETE
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Signs

Miscellaneous Traffic Control Signs (Stop, Yield, Bus Stop, etc)	Each	\$ 286.00	\$ 286
Neighborhood Watch Signs (Installed)	Each	\$ 13.00	\$ 13
Street Name Sign	Each	\$ 429.00	\$ 429

Signal Construction Inspection and Turn-on

<= \$100,000 of Engineer's estimate		4.00%	4.00%
\$100,001-\$250,000 of Engineer's estimate		3.00%	3.00%
> \$250,000 of Engineer's estimate		2.50%	2.50%

Controller Testing		\$ 2,005.00	\$ 2,005
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Signing and Striping Plan Review (1-3 submittals)	Per Sheet	\$ 364.00	\$ 364
4th and subsequent submittals	Per Sheet	\$ 213.00	\$ 200

D R A F T

Section 9 - Public Works

	<u>Unit</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
<u>Transportation Engineering</u>			
<u>Temporary Parking Permit</u>			
Type I <i>(Allow temporary parking on a restricted street section with curb lane width of less than 18 ft)</i>		\$ 141.00	
Type II <i>(Allow temporary parking on a restricted street section with curb lane width of 18 ft or more)</i>		\$ 70.00	
<u>Traffic Impact Analysis</u>			
Minor	Each	\$ 1,177.00	\$ 1,177
Major	Each	\$ 3,118.00	\$ 3,118
Traffic Control Plan Review (1-3 submittals)	per Sheet	\$ 364.00	\$ 215
4th and subsequent submittals	Per Sheet	\$ 213.00	\$ 100
Oversize/Weight Permit			
Single Trip			\$ 52 NEW
Annual			\$ 52 NEW
Transportation Engineering Hourly Rate			\$ 202

D R A F T

Section 10 - Miscellaneous Fees and Charges

	Unit	Current Fee
Council Chamber Room Rental	per Day	\$ 132.00
Mileage for City employee appearances	per Mile	IRS allowable rate
Motion Picture Permit	Each	\$ 393.00
<u>Copies *</u>		
Black & White	per Page	\$ 0.20
Color	per Page	\$ 0.75

* All government agencies and their official representatives shall be exempt from paying these charges for single copies for official use.

Copies and Research in response to subpoena	per Occurrence	City cost as provided for in California Evidence Code Section 1563
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Copies of maps, documents, graphs or special work may be furnished upon the payment of the cost of printing and preparation. For such items for which a regular established price is unavailable, the Department Head, in collaboration with the Financial & Administrative Services Director, may establish a price consistent with the cost of printing and preparation thereof. The Financial & Administrative Services Director shall report such exceptions to the City Manager. It shall be the responsibility of the City Manager to review such costs annually and make such recommendations to the City Council as required to keep charges consistent with actual costs.

D R A F T

The City Council may waive processing or appeal fees for any private or public agency on a case-by-case basis. In the case of an appeal by a public agency or school district, no fee shall be charged until the City Council considers the appeal matter itself and renders a decision on the waiver of the fee after the entire appeal matter has been heard.

Note: Projects equal to or in excess of \$50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time-and-Material charging/billing methodology for Development Services activities; this program encompasses all Departments and all fees for projects in the program. For more information on this pilot program please contact the City Manager's Office.

Land Development Division Deposits will be valued at one-quarter of the fee that would typically be charged for plan check or inspection services.

Attachment: FY 16-17 Fee Schedule draft [Revision 2] (2131 : ADOPTION OF RESOLUTION FOR CITY

Building Permit Fee – Sample Comparison

One and Two Family Dwellings (tract home) 2,000 SF, 600 SF garage and porch

	Current Fee	Proposed Fee
	Plan Check / Inspection	Plan Check / Inspection
Building and Safety	\$3,758	\$3,695
Fire Prevention	N/A	N/A



Tenant Improvement (interior commercial remodel) 2,000 SF

	Current Fee	Proposed Fee
	Plan Check / Inspection	Plan Check / Inspection
Building and Safety	\$3,229	\$3,079
Fire Prevention	\$379	\$374



Building Permit Fee – Sample Comparison

Commercial Use (retail, office, education, etc.) 2,000 SF

	Current Fee	Proposed Fee
	Plan Check / Inspection	Plan Check / Inspection
Building and Safety	\$3,983	\$4,003
Fire Prevention	\$609	\$374

Shell Building (Factory tilt-up) 25,000 SF

	Current Fee	Proposed Fee
	Plan Check / Inspection	Plan Check / Inspection
Building and Safety	\$12,676	\$10,930
Fire Prevention	\$1,984	\$750





Report to City Council

TO: Mayor and City Council

FROM: Leslie Keane, Interim City Clerk

AGENDA DATE: July 5, 2016

TITLE: STRATEGIC PLAN PROCESS (CONTINUED FROM JUNE 21, 2016 TO JULY 5, 2016)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Discuss the proposed strategic plan and consider taking action to modify the direction, scope and schedule.

SUMMARY

Mayor Pro Tem Giba and Councilmember Molina have agendized a review of the strategic plan process and timeframe. Work on the current strategic plan was initiated by staff in 2015 and is ongoing. The City Council met with the strategic plan consultants at a study session on March 29, 2016. Discussion of the draft plan was scheduled at the Council's May 31 special study session; the matter was tabled at that meeting for further discussion at a future meeting.

ALTERNATIVES

1. Take action to modify the proposed direction, scope and schedule of the strategic plan.
2. Take no action and continue draft plan review and implementation.

PREPARATION OF STAFF REPORT

Prepared By:
Leslie Keane
Interim City Clerk

CITY COUNCIL GOALS

None

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/08/16 3:21 PM
City Attorney Approval	<u>✓ Approved</u>	6/08/16 3:28 PM
City Manager Approval	<u>✓ Approved</u>	6/08/16 5:39 PM

HISTORY:

06/21/16	City Council	CONTINUED
Next: 07/05/16		



Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: July 5, 2016

TITLE: REFERENDUM TO OVERTURN BAN ON SINGLE-USE PLASTIC BAGS (SB 270, PADILLA, 2014)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Receive a report regarding a Referendum to Overturn the Ban on Single-Use Plastic Bags which is scheduled for the November 8, 2016 General Election.
2. Determine whether the Council wishes to take a position on this Referendum.
3. Direct staff to convey the City Council's position, if any, on this Referendum.
4. Provide direction to staff regarding the City Council's potential interest in considering an Ordinance (either before or after the results are available from the November 2016 Referendum) to prohibit stores in Moreno Valley from providing single-use plastic bags to their customers.

SUMMARY

On November 8, 2016, California voters will consider a referendum which would uphold or repeal Senate Bill 270 (Chapter 850, Statutes of 2014). SB 270 prohibited certain stores from distributing lightweight (single-use) plastic bags, established requirements for reusable bags and prohibited stores from distributing reusable bags and recycled paper bags for less than 10¢ per bag.

A "Yes" vote on the referendum would uphold SB 270 (prohibit single-use bags and impose a minimum charge of 10¢ for recyclable paper bags and reusable bags). A "No" vote would repeal SB 270.

Related to its consideration of the upcoming referendum, the Council is also asked to

provide direction to staff as to whether an Ordinance should be brought forward (either before or after the results are available from the November 2016 Referendum) to prohibit stores in Moreno Valley from providing single-use plastic bags to their customers.

This topic has been agendized at the request of Council Member Molina.

DISCUSSION

SB 270, signed by the Governor in 2014, prohibited certain stores from distributing lightweight (single-use) plastic bags, established requirements for reusable bags and prohibited stores from distributing reusable bags and recycled paper bags for less than 10¢ per bag. In February 2015, sufficient signatures were collected to call for a veto referendum; this issue will appear on the ballot in November 2016.

The League of California Cities (League) Environmental Quality Policy Committee received a report regarding the referendum at its June 2, 2016 meeting. League staff indicates that the Policy Committee has recommended that the League's full statewide board take a position to support to uphold the provisions of SB 270. This is scheduled to be considered during the League conference scheduled for June 22-25 in Monterey; because it pertains to a ballot measure, a 2/3 vote will be required for the League to take a position.

Below are excerpts from the League's staff report regarding this topic:

SB 270 Provisions

SB 270 contained the following provisions:

- Prohibited stores from making single-use carryout bags available at the point of sale on the following timeline:
- On and after January 1, 2015, at either a grocery store or retailer with at least 10,000 square feet of retail space and a pharmacy.
- On and after July 1, 2016, at a convenience food store and foodmart.
- Authorized a store to make available a reusable grocery bag or recycled paper bag at the point of sale. Required that these bags may not be sold to a consumer for less than 10¢.
- Required that all monies collected by stores pursuant to this bill be retained at the store and be used for costs associated with complying with this bill, actual costs of providing recycled paper bags and reusable grocery bags, and costs associated with a store's educational materials or educational campaign encouraging the use of reusable bags.
- Required a store to provide a reusable bag or recycled paper bag at no charge to any customer using California Special Supplemental Food Program for Women, Infants and Children benefits, CalFresh benefits (federally known as Supplemental Nutrition Assistance Program [SNAP] benefits), California Food Assistance Program benefits, or cash aid benefits.
- Authorized a city, county, or the state to impose civil liability of \$1,000 for the first

violation of the proposed law, \$2,000 for the second violation, and \$5,000 for each subsequent violation. Collected penalties must be paid to whichever agency brought the action.

- Grandfathered all local ordinances adopted before September 1, 2014 relating to reusable grocery bags, single-use carryout bags, or recycled paper bags.
- Preempted local ordinances adopted on or after September 1, 2014 relating to reusable grocery bags, single-use carryout bags, or recycled paper bags.
- Appropriated \$2 million from the Recycled Market Development Revolving Loan Subaccount for loans for the creation and retention of jobs and economic activity in the state for the manufacture and recycling of plastic reusable grocery bags that use recycled content. Required recipients of a loan to retain and retrain existing employees for the manufacturing of reusable grocery bags that meet the requirements of this bill.

The League did not take a position on SB 270 when it was pending in the Legislature because the measure grandfathered all existing and pending single-use plastic bag ordinances, and did not limit a city's ability to further regulate single-use bags not covered by SB 270.

Environmental Concerns

In the last nine years, roughly a dozen bills have been introduced in the Legislature to restrict the use of single-use carryout bags. Most of these measures attempted to minimize the environmental impacts of plastic bags. Even though plastic bags and plastic film represent only 2% of the waste stream, approximately 247 million pounds of plastic bags go to California landfills each year. In addition, improperly disposed of plastic bags pose significant challenges for many cities. Discarded plastic bags litter streets, clog storm drains, and end up on beaches.

Recycling Efforts

Since 2007, stores defined in SB 270 have been required to provide reusable bags (for purchase or for free) and plastic carryout bag recycling bins. Stores must make these bins visible and easily accessible to customers. All plastic carryout bags provided by the store must have printed or displayed, in a manner visible to the customer, the following "Please Return to a Participating Store for Recycling."

Additionally, manufacturers of plastic carryout bags must develop educational material to encourage the reduction of plastic bag use and increase its reuse and recycling. These education materials must be made available to stores.

Plastic bag recycling rates have varied slightly over the years. According to the most recent data from CalRecycle, the statewide recycling rate was 3% in 2009. This number was based on the collection of 1,520 tons of regulated plastic bags divided by 52,765 tons of purchased regulated bags.

Cities with Single-use Carryout Plastic Bag Bans

The City of San Francisco became the first city in the nation to adopt a ban on single-use carryout plastic bags in April 2007. Since that time, 120 additional local jurisdictions have established restrictions on single-use carryout bags. In all, 149 cities and counties are covered by an ordinance restricting the use of single-use carryout bags.

Referendum Support & Opposition

The official proponent of the referendum is listed as Doyle L. Johnson. However, a press release from the American Progressive Bag Alliance indicates that APBA submitted approximately 800,000 signatures to county registrars for signature verification. Proponents urge a “no” vote on the referendum, which would repeal SB 207.

Organizations urging a “yes” vote to uphold SB 207 include the Protect California’s Plastic Bag Ban, a coalition of environmental, business, consumer, labor groups and citizens. These include California League of Conservation Voters, Californians Against Waste, Sierra Club and Environment California. The California Grocers Association supported passage of SB 270 to establish a uniform statewide bag policy.

Related Initiative

Another initiative has been filed by Doyle L. Johnson, the same individual listed as the proponent of the referendum election scheduled for November 2016. Referred to as the “Environmental Fee Protection Act initiative,” the measure would require stores to deposit bag sale proceeds into a special fund administered by the Wildlife Conservation Board to support specified categories of environmental projects.

Following is the Statement of Purpose for this proposed initiative: “The purpose of the Environmental Fee Protection Act is to fulfill California’s expectations by requiring that any charges on carryout bags paid by customers in connection with, or to advance, any plastic bag ban are dedicated to appropriate and worthy environmental objectives like drought mitigation, recycling, clean drinking water supplies, parks, beach cleanup, litter removal, and wildlife habitat restoration.”

The initiative has not yet qualified for the ballot. Should it appear on the November ballot, it could have varying effects on implementation of SB 207 (if a majority votes affirmatively on the referendum measure).

Previous Moreno Valley City Council Actions

In November 2013, the Moreno Valley City Council received an update on statewide efforts to ban or limit single-use plastic bags.

As part of that discussion, staff shared information regarding a proposed regional approach taken in the Coachella Valley in which the Coachella Valley Association of Governments (CVAG) drafted a model local ordinance to ban single-use plastic bags.

Cities such as Palm Springs, Desert Hot Springs, Indio and Palm Desert adopted ordinances banning plastic bags. To gauge potential interest in a similar effort in concert with the Western Riverside Council of Governments, our City Manager raised the concept of a regional approach to banning plastic bags at a meeting of the Technical Advisory Committee. City Managers did not indicate support for such a concept.

The City Council may also adopt an Ordinance to prohibit stores in Moreno Valley from providing single-use plastic bags to their customers. This process may be undertaken either before or after the results are available from the November 2016 Referendum. A copy of the model Ordinance prepared by CVAG is attached to this report.

ALTERNATIVES

1. Receive a report regarding a Referendum to Overturn the Ban on Single-Use Plastic Bags which is scheduled for the November 8, 2016 General Election, determine whether the Council wishes to support or oppose this Referendum; direct staff to convey the City Council's position, if any, on this Referendum; and provide direction to staff regarding the City Council's potential interest in considering an Ordinance to prohibit stores in Moreno Valley from providing single-use plastic bags to their customers. *Staff recommends this alternative as it allows the Council to consider issues related to the upcoming Referendum regarding a statewide ban on single-use plastic bags.*
2. Receive staff's report; do not take a position on the Referendum to Overturn the Ban on Single-Use Plastic Bags which is scheduled for the November 8, 2016 General Election.
3. Receive staff's report and provide whatever direction the Council deems appropriate.

FISCAL IMPACT

The League of California Cities indicates that there is no information regarding direct costs to cities associated with an affirmative or negative vote on the referendum. If SB 270 is upheld, cities could see potential cost savings associated with a reduction in plastic bag litter and its associated negative impacts on litter abatement programs and storm drains.

PREPARATION OF STAFF REPORT

Prepared By:
Thomas M. DeSantis
Assistant City Manager

Department Head Approval:
Thomas M. DeSantis
Assistant City Manager

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

ATTACHMENTS

- 1. Secretary of State News Release 2-24-15
- 2. CA Grocers Association News - SJ Mercury Reprint
- 3. Sacramento Bee Article 2-24-15
- 4. CVAG Model Ordinance - 2013

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	6/15/16 12:11 PM
City Attorney Approval	<u>✓ Approved</u>	6/15/16 2:22 PM
City Manager Approval	<u>✓ Approved</u>	6/22/16 6:52 PM



AP15:008

FOR IMMEDIATE RELEASE
February 24, 2015

CONTACT: Bill Mabie
(916) 653-6575

Referendum Qualifies For November 2016 California Ballot

SACRAMENTO – California Secretary of State Alex Padilla today certified a referendum for the November 8, 2016, General Election ballot. The referendum to overturn the ban on single-use plastic bags joins two other measures already on the November ballot:

- A hospital fees measure, which was placed on the ballot through the initiative process.
- A legislative initiative amendment regarding English language education, placed on the ballot by the Legislature.

In order to qualify for the ballot, the ban on single-use plastic bags referendum needed 504,760 valid petition signatures, which is equal to five percent of the total votes cast for governor in the November 2010 gubernatorial election. A referendum can qualify via random sampling of petition signatures if the sampling projects a number of valid signatures greater than 110 percent of the required number. The plastic bag ban referendum needed at least 555,236 projected valid signatures to qualify by random sampling, and it exceeded that threshold today.

The Attorney General's official title and summary of the referendum is as follows:

REFERENDUM TO OVERTURN BAN ON SINGLE-USE PLASTIC BAGS. If signed by the required number of registered voters and timely filed with the Secretary of State, this petition will place on the statewide ballot a challenge to a state law previously approved by the Legislature and the Governor. The challenged law must then be approved by a majority of voters at the next statewide election to go into effect. The law prohibits grocery and certain other retail stores from providing single-use bags but permits sale of recycled paper bags and reusable bags. (14-0011.)

The proponent of this referendum, Doyle L. Johnson, can be reached at (916) 446-6752.

– MORE –

AP15:008
February 24, 2015
Page 2

Article II, Section 9, of the California Constitution provides for the referendum process in California. Electors have the power to approve or reject laws or parts of laws, with the exception of urgency laws, laws calling elections, and laws providing for tax levies or appropriations for usual, current state expenses.

For more information about the referendum process and history in California, go to www.sos.ca.gov/elections/ballot-measures/referendum.

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NEXT CALIFORNIA PLASTIC BAG INITIATIVE IS TRICKY STRATEGY BY OUT-OF-STATE INTERESTS

Posted in [Industry News](#) | November 4, 2015

[Reprinted from San Jose Mercury News \(11/3/2015\)](#)

by Jessica Calefati

SACRAMENTO — Next year's election is still more than a year away, but the battle over California's landmark ban of single-use plastic bags is already shaping up to be the most costly, high-profile fight over litter and recycling the state has seen in three decades.

Out-of-state bag makers leading the campaign to repeal a 2014 law banning their product spent \$3 million on signature gathering alone — and in a surprise move recently filed another initiative on the same topic, a highly unusual strategy that appears to be the political equivalent of a trick play in football.

If voters validate the law next year, grocers will begin encouraging customers to use reusable bags by charging them at least 10 cents for every paper or thicker plastic bag they take at checkout. The new measure — expected to easily qualify for the ballot because bag makers can afford to pay signature gatherers — would force grocers to deposit those fees into an account for environmental improvement projects.

More money for drought mitigation, wetlands restoration and beach cleanup surely sounds appealing, but don't be fooled, initiative experts say. Bag makers are promoting the Environmental Fee Protection Act in this business-versus-business fight to make Californians' heads spin and perhaps entice grocers to spend money fighting the measure rather than opposing the referendum — not to help the environment, experts say.

“Voters faced with too many choices get confused, and confused voters tend to vote no on everything,” said John Matsusaka, executive director of the Initiative and Referendum Institute at the University of Southern California. “In this case, that’s exactly what the proponents of the referendum want.”

Grocers and environmental activists were on opposite sides of the epic fight in the 1980s to pass California’s “bottle bill,” which reduces litter and encourages recycling by requiring deposits on beverage containers. But they worked together last year to get Senate Bill 270 signed into law after a dozen failed attempts to pass similar legislation.

Frustrated by the patchwork of local bag bans that already cover a third of the state’s population, grocers supported the legislation because it creates a uniform statewide policy on carryout bags. Environmentalists liked it because it promises to wipe out a noxious form of litter that kills marine life.

But plastic bag makers, who stand to lose as much as \$150 million annually in sales of their product to California retailers, refused to back down. They accused environmental advocates of exaggerating the harm done by plastic bags and called grocers greedy because they would pocket the 10-cent fees, even though the savings for grocers could be passed onto consumers.

The new law never took effect after the bag makers paid signature gatherers to put the issue on the ballot. Regardless of the outcome, the referendum has no impact on local ordinances.

Members of the American Progressive Bag Alliance — a coalition of bag manufacturers led by South Carolina-based industry giant Hilex Poly — declined to answer this newspaper’s questions about the group’s strategy or the impact the new initiative might have on the referendum campaign.

In a statement released last month, the group’s executive director, Lee Califf, said the alliance is proud to give Californians the chance to overturn a deeply flawed law that threatens jobs and provides “negligible environmental benefit.” At the very least, the statement said, the group wants to ensure that the bag fees are dedicated to helping the environment.

Filing an initiative whose topic matches one that’s already on the ballot is a classic strategy that is often used to create confusion. In recent years, voters have been asked to navigate competing income-tax measures (Propositions 30 and 38 in 2012) and competing redistricting measures (Propositions 20 and 27 in 2010).

What's so unusual about the bag makers' strategy is their commitment to support both the referendum campaign and a counter "poison pill" proposal that would take effect only if the referendum fails. Matsusaka said he's never seen anything like it before.

Environmental activists trying to protect the bag ban say they're dismayed.

"Bag makers are trying to goad retailers who support the bag ban into spending money against this initiative," said Mark Murray, executive director of Californians Against Waste. "I was shocked by the audacity of this cynical, political move."

The California Grocers Association insists that it backed SB270 to establish a uniform statewide bag policy, regardless of potential cost or revenue, said Dave Heylen, a spokesman for the group. And while the group hasn't yet taken a position on the initiative, the grocers remain supportive of the bag ban, he added.

Bag makers' insistence that the ban is a "cash grab" for grocers who supported the legislation because of the bag fees is a fallacy, said Murray, whose group also led the campaign for the bottle bill.

If the contested legislation takes effect, retailers that operate in cities not already covered by local bag bans will save \$150 million annually on the plastic grocery bags they no longer need to purchase and distribute to customers for free, U.S. Environmental Protection Agency data shows. The allure of those savings is a bigger draw than having the \$40 million grocers spend annually on paper bags covered in part by customer fees, Murray said.

Despite the likelihood that they'll be badly outspent by the American Progressive Bag Alliance — likely by tens of millions of dollars — environmental advocates are confident they'll prevail in the Battle of the Bags.

"Bag makers will spend big to try to buy this election, but in the end common sense will override this polluting industry's vast expenditures," said Kathryn Phillips, executive director of Sierra Club California. "The logic is simple. Californians aren't going to let an out-of-state interest harm their environment."

Sacramento Bee: 2/24/15

California plastic bag ban on hold pending 2016 vote

Plastic bag manufacturers and other opponents of a California law phasing out plastic bags gathered enough valid voter signatures to qualify a referendum on the law, the secretary of state's office said Tuesday.



A woman walks with a plastic bag in Sacramento last May. Opponents of California's first-in-the-nation statewide ban on plastic bags have qualified a referendum on the law. The Associated Press

BY JIM MILLER

jmiller@sacbee.com

California voters will get their say next year on the state's ban on plastic carryout bags, after the law's opponents in the plastic bag manufacturing industry gathered enough valid voter signatures to qualify a November 2016 referendum on the measure.

The referendum's qualification suspends the law until voters weigh in. The first bag restrictions, covering large grocery stores and pharmacies, had been set to go into effect July 1.

A spokesman for the American Progressive Bag Alliance, which spent more than \$3 million on the effort to qualify the referendum, said the group's goals go beyond just keeping the law off the books for 21 more months. Opponents intend to mount an active campaign to scrap the law entirely, he said.

"Delaying a piece of terrible legislation from taking effect ... is obviously something that everybody is looking on favorably," alliance spokesman Jon Berrier said. "There will be a very significant voter education campaign as we move into 2016. This is something the industry is into to win."

Legislation to create a statewide ban became one of the most high-profile fights of the 2014 legislative session. The law called for phasing in restrictions on single-use bags, expanding to smaller markets and convenience stores in 2016.

Cities and counties across California already prohibit or charge for the bags, and that number is expected to grow over the coming months. Tuesday, a spokesman for Sacramento Mayor Kevin Johnson said "there will be renewed push to make sure Sacramento moves forward" with its own plastic bag prohibition.

Opponents of the California law launched an effort to overturn the measure within days of Gov. Jerry Brown's signature approving it. South Carolina-based Hilex Poly Co. Inc. contributed \$1.7 million to the effort to qualify the referendum. Other top sources of money were Texas-based Superbag Corp. and Advance Polybag Inc., which gave \$500,000 apiece, and New Jersey-based Formosa Plastics Corp. USA, which contributed \$400,000.

Critics contend the law would eliminate thousands of jobs while allowing grocers to rake in hundreds of millions of dollars in revenue from bag sales.

Supporters of the law include unions, the California Grocers Association and environmental groups, as well as various local governments. Tuesday, proponents said they are optimistic that California voters will uphold the measure.

"It's not surprising that after spending more than \$3.2 million, 98 percent of which is from out of state, the plastic bag industry has bought its way onto the

California ballot to protect its profits,” said Mark Murray of the group [California vs. Big Plastic](#).

Last year’s measure, Senate Bill 270, was carried by then-Sen. Alex Padilla, who is now the secretary of state. Padilla’s office oversaw the signature sampling and deemed it sufficient to qualify the referendum for the ballot. A yes vote on the referendum would uphold the law, while a no vote would overturn it.

Tuesday’s announcement was based on a sample of almost 810,000 signatures turned in by the law’s opponents in December. Election officials estimated that 598,000 of the signatures were valid, 43,000 more than needed to qualify by random sample.

California voters have considered several referendums in recent years. Last November, voters rejected Proposition 48, overturning a tribal casino deal opposed by nearby tribes and their financial backers. In 2012, voters upheld a Senate redistricting plan challenged by Republicans. And in 2008, voters supported four casino expansion deals.

Read more here: <http://www.sacbee.com/news/politics-government/capitol-alert/article11084876.html#storylink=cpy>

ITEM 7A

**Coachella Valley Association of Governments
Executive Committee
October 28, 2013**



Staff Report

Subject: Single-Use Plastic Bag Ordinance

Contact: Katie Barrows, Director of Environmental Resources (kbarrows@cvag.org)

Recommendation: Direct staff to Develop a Regional Model Ordinance to Limit Use of Single Use Plastic Bags to be brought back to the Executive Committee for consideration.

Energy and Environmental Resources Committee: CONCURS (Meeting of October 10th)

Technical Advisory Committee: CONCURS (Meeting of October 14th)

Solid Waste and Recycling Technical Working Group (Meeting of September 9th)

Background: In early 2012, the Energy and Environmental Resources Committee discussed a valley-wide approach to limit the use of plastic bags in the Coachella Valley. After considerable discussion, staff was asked to see what legislation was pending at the state level. It was later reported to the Committee that while state legislation has been proposed a number of times, successful state legislation is not anticipated in the near term. More recently the cities of Palm Desert and Palm Springs have proposed a regional ordinance to address plastic bags as an environmental problem. At the request of Committee Chair Mike Wilson, the potential for a regional approach to the issue of single-use plastic bags was placed on the agenda for the October 10 Energy and Environmental Resources Committee meeting. After discussion, the Committee voted unanimously to recommend to the Executive Committee that CVAG develop a regional model single-use plastic bag ordinance that could be considered for adoption by individual member agencies.

Since the plastic bag issue was discussed last year, members of the Palm Springs Sustainability Commission and Palm Desert Citizen's Sustainability Committee along with staff from both cities have worked actively on the single-use plastic bag issue. They have reached out to local retailers to get input from them on a potential plastic bag ordinance. The Palm Springs Sustainability Commission has hosted several outreach events for local retailers and community members, including a forum in March 2013 to encourage comments and concerns from local retailers and the public to be expressed. As part of this effort, they contacted the California Grocers Association which has indicated their support for a model ordinance that includes provisions to ban plastic carryout bags and mandate a ten cent charge on paper bags; their letter to Palm Springs Mayor Steve Pougnet is attached.

These two citizen's sustainability groups from Palm Desert and Palm Springs have worked together to develop a draft ordinance with the intent that this ordinance be considered for adoption on a regional basis. They have requested that this matter be considered by CVAG committees. The draft model ordinance is attached for your review. The ordinance is based on successful ordinances which have been adopted by other California cities. Over 84 cities in

California have adopted a single use plastic bag ordinance, including the cities of Los Angeles, San Francisco, Santa Barbara, Dana Point, and Laguna Beach. In response to these ordinances, large retailers have developed practices for providing alternatives to plastic bags that should make the transition in the Coachella Valley easier.

The Palm Desert and Palm Springs sustainability groups have recommended that their respective city councils consider this plastic bag ordinance. They have also encouraged consideration by other Coachella Valley cities. On October 24, the Palm Desert City Council will consider a request from their Citizens' Sustainability Committee to authorize the Mayor to send a letter to other local cities supporting a model regional ordinance to limit the distribution of single-use plastic bags in the Coachella Valley. Staff will provide an update on the City of Palm Desert action at the October 28 meeting.

During their discussion, the Energy and Environmental Resources Committee brought up a number of questions. Issues included the cost to local jurisdictions of implementing a plastic bag ordinance, how enforcement would be handled, and whether funding would be available to support education/outreach. Already, significant work on gathering background information, preparation of a draft ordinance and outreach to the community has been done by volunteer members of the sustainability committees and staff from Palm Desert and Palm Springs. Additional assistance and support for a regional effort has been offered by both cities. Implementation costs and enforcement based on the experience of other cities would be evaluated as part of the model ordinance development and brought back to this committee. As a regional effort, CVAG staff anticipates some cost efficiencies resulting from a cooperative approach. CVAG's Solid Waste and Recycling Technical Working Group could assist in this process; at their September 9 meeting, the Solid Waste working group approved a recommendation that the Energy and Environmental Resources Committee review a plastic bag ordinance and make a recommendation for the Executive Committee to develop a regional model. The Technical Advisory Committee discussed the matter at their October 14 meeting and unanimously endorsed a regional approach.

Staff recommends that the Executive Committee support the development of a regional model Single-Use Plastic Bag Ordinance and direct staff to work with member agencies to finalize a model ordinance to be considered for adoption by individual cities. The attached Palm Springs-Palm Desert ordinance was prepared as a model for regional consideration. The draft ordinance establishes criteria for affected stores, incentives, and includes a ten cent per bag charge for paper bags; this charge would cover the cost to retailers of offering an alternative. The model ordinance also establishes a phased approach to implementation, providing for large retailers to implement the ordinance within six months of approval and small retailers within one year of approval. This phased approach gives retailers time to make the transition. The development of a model ordinance would include ways to assist local retailers. With approval of the staff recommendation, a model ordinance would be brought back for your consideration as soon as possible.

Additional information on the plastic bag issue can be found at:

<http://plasticbaglaws.org/studies-journal-articles/>

Exhibit:

1. Draft Model Ordinance – prepared jointly by City of Palm Springs and City of Palm Desert
2. Letters from California Grocers Association and Palm Springs Neighborhood Involvement Committee

**DRAFT
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY/COUNTY OF
[_____] AMENDING CHAPTER [INSERT
MUNICIPAL CODE SECTION GOVERNING HEALTH OR
ENVIRONMENT] RELATING TO A BAN OF SINGLE-USE
CARRYOUT PLASTIC BAGS AND PROHIBITING THE FREE
DISTRIBUTION OF RECYCLED PAPER BAGS, BY RETAIL
ESTABLISHMENTS, TO BE EFFECTIVE [INSERT DATE].**

WHEREAS, about nineteen billion (19,000,000,000) single use bags are used annually in California but less than 5% are recycled; and

WHEREAS, about twenty-two million (22,000,000) single-use carryout plastic bags are distributed by retail establishments in the City each year; and

WHEREAS, most of these single use carryout bags are made from plastic or other material that does not readily decompose; and

WHEREAS, numerous studies have documented the prevalence of single use plastic carryout bags littering the environment and blocking storm drains; and

WHEREAS, the City tax payers must bear the brunt of clean up costs; and

WHEREAS, the City Council of the City of _____ is the decision-making body for the approval and adoption of this Ordinance; and

WHEREAS, this ordinance requires stores that decide to make recycled paper carry out bags available to pass-through to their customers the reasonable cost of providing bags;

WHEREAS, based on this analysis, the City has determined that a minimum cost pass-through of \$0.10 per paper bag would cover the reasonable cost to a store of providing the paper bags to its customers; and

WHEREAS, other jurisdictions have imposed paper bag fees on the customers requesting these bags and these fees have proven very effective at generating a major shift in consumer behavior toward the use of reusable bags and significantly reducing bag consumption; and

WHEREAS, the proceeds from the collection of the paper bag pass-through would be retained by the retailer and this ordinance does not specify how the retailers must expend the monies collected; and

WHEREAS, customers can avoid this cost pass-through by using reusable bags; and

WHEREAS, no portion of the cost pass-through will be provided to the City and consequently, the City will not receive any revenues from the retailers' collection of the paper bag pass-through; and

WHEREAS, therefore, the cost pass-through is not a fee subject to Proposition 26; and

WHEREAS, a paper bag cost pass-through is an essential element of the proposed ordinance as it is intended to provide a disincentive to customers to request paper bags when shopping at regulated stores and to promote a shift towards the use of reusable bags by City of _____ consumers; and

WHEREAS, there are several alternatives to Single-use Carryout Plastic Bags readily available in the City, including reusable bags produced locally from sustainable materials; and

WHEREAS, an important goal of the City's Sustainability Plan is to procure and use sustainable products and services; and [IF APPLICABLE]

WHEREAS, it is the City's desire to whenever possible conserve resources, reduce the amount of greenhouse gas emissions, waste, and to protect the public health and welfare including local wildlife, all of which increase the quality of life for City of _____ residents and visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF _____:

City Attorney's Summary

This Ordinance adds Section _____ to Chapter _____ of Title ____ of the _____ Municipal Code and establishes a program for limiting the use of single-use carryout plastic bags.

The City Council of the City of _____ ordains:

SECTION 1. Chapter _____ of Title ____ of the _____ Municipal Code is hereby amended by adding a new Section to be numbered and entitled and to read as follows:

CHAPTER _____ SECTION _____ USE OF SINGLE-USE CARRYOUT PLASTIC BAGS

- _____ Findings and Purpose
- _____ Penalties and Enforcement
- _____ Definitions
- _____ Public Nuisance
- _____ Reserved- Prohibitions and Exemptions??
- _____ Reserved- Recordkeeping and Inspection??
- _____ Modification, Suspension and/or Revocation of Validly Issued Permit and/or License
- _____ Additional Penalties
- _____ Operative Date

_____ Findings and Purpose

- A. The City Council of the City of _____ finds and determines that the City is committed to protecting the public health, safety, welfare, and environment, and that in order to meet these goals, it is necessary for the City promote the public purposes served by this Chapter and adopt the following regulations pursuant to these findings.
- B. The City finds that ordinances limiting the use of Single-use Carryout Plastic Bags have been proven to reduce the amount of pollution and improves quality of life for the citizens of _____.
- C. The City finds that, except in unusual circumstances, it is feasible and reasonable for parties who provide Single-use Carryout Plastic Bags to easily transition to paper bags and move to a model that charges for paper bag use by consumers.
- D. The City of _____ recognizes that plastic bags are a public nuisance and affect public health and impacts tourism and quality of life to both residents and visitors in _____.

_____ Penalties and Enforcement

- A. The City Manager, or his/her designee, is authorized to establish regulations and to take any and all actions reasonable and necessary to obtain compliance with the Chapter, including, but not limited to, inspecting any Retail Establishment’s premises to verify compliance.
- B. Any person violating this Section shall be guilty of an infraction, which shall be punishable by a fine.
- C. The City Attorney may seek legal, injunctive, or other equitable relief to enforce this Chapter.

D. Administrative enforcement of this Chapter shall proceed pursuant to Title ___ of the _____ Municipal Code, with the fines to be graduated for repeat violations in amounts set forth by City Council resolution.

E. Each violation of this Chapter shall be considered a separate offense.

F. The remedies and penalties provided in this Section are cumulative and not exclusive, and nothing in this Chapter shall preclude any person from pursuing any other remedies provided by law.

G. Notwithstanding any other provision of this Chapter, commencing on _____, this Chapter may be enforced through any remedy as provided for in this Section. Prior to [INSERT DATE] this Chapter shall not be enforced.

___ Definitions

A. "Applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City for the applicable permits to undertake project within the City.

B. "Compliance Official" means the City Manager or his/her designee, including an agent acting on behalf of the City, assigned to evaluate, and determine compliance or non-compliance with this Chapter.

C. "Customer" means any Person obtaining goods from a Retail Establishment.

E. "Exempt" means projects described by the criteria outlined in Section _____ that are exempt from the requirements of this Chapter.

F. "Store" means any of the following retail establishments located within the City limits of the City of _____:

- (1) A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, that sells a line of dry grocery, canned goods, or nonfood items and some perishable items;
- (2) A store of at least 10,000 square feet of retail space that sells any perishable or non-perishable goods including, but not limited to clothing, food, or personal items, and generates sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code); or
- (3) A drug store, pharmacy, supermarket, grocery store, convenience food store, foodmart, or other entity engaged in the retail sale of a limited line of goods that includes milk, bread, soda, and snack foods, including those stores with a Type 20 or 21 license issued by the Department of Alcoholic Beverage Control; or

- (4) A store of less than 10,000 square feet of retail space that sells any perishable or non-perishable goods including, but not limited to, clothing, food, or personal items, and generates sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code).
- G. “Nonprofit Charitable Reuser” means a charitable organization, as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than fifty percent (50%) of its revenues from the handling and sale of those donated goods or materials.
- H. “Paper Bag Cost Pass-Through” means the cost which must be collected by retailers from their customers when providing a Recycled Paper Bag.
- I. “Person” means any natural person, firm, corporation, partnership, or other organization or group however organized.
- J. “Pharmacy” means any retail store, where prescriptions, medications, controlled or over the counter drugs, personal care products or health supplement goods or vitamins are sold, but excluding any licensed pharmacy located within a hospital.
- K. “Prepared Food” means foods or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. Prepared Food does not include any raw, uncooked meat product or fruits or vegetables which are chopped, squeezed, or mixed.
- L. “Public Eating Establishments” means a restaurant, take-out food establishment, or any other business that receives ninety percent (90%) or more of its revenue from the sale of Prepared Food to be eaten on or off its premises.
- M. “Recycled Paper Bag” means a paper bag provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment that contains no old growth fiber and a minimum of forty percent (40%) post-consumer recycled content; is one hundred percent (100%) recyclable; and has printed in a highly visible manner on the outside of the bag the words “Reusable” and “Recyclable,” the name and location of the manufacturer, and the percentage of post-consumer recycled content. The Recycled Paper Bag is capable of composting, consistent with the timeline and specifications of the American Society of Testing and Material (ASTM) Standard Specification for Compostable Plastics D6400, as published in September 2004.
- N. “Retail Establishment” means any commercial establishment that sells perishable or nonperishable goods including, but not limited to, clothing, food, and personal items directly to the Customer; and is located within or doing business within the geographical limits of the City of _____. Retail Establishment does not include Public Eating Establishments or Nonprofit Charitable Reusers.
- O. “Reusable Bag” means a bag that has handles that is specifically designed and manufactured for multiple reuse and meets all of the following requirements: (1) is

machine washable or is made of material that can be cleaned or disinfected; (2) has a minimum lifetime of one hundred twenty-five (125) uses, which for purposes of this subsection, means the capability of carrying a minimum of twenty-two (22) pounds one hundred twenty-five (125) times over a distance of at least one hundred seventy-five (175) feet; (3) is made of a plastic that is at least two and one-quarter (2.25) mil thick; (4) does not contain lead, cadmium, or any other heavy metal in toxic amounts, as defined by applicable State and Federal standards and regulations for packaging or reusable bags.

- P. "Single-Use Carryout Plastic Bag" means a bag other than a Reusable Bag provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment.. Single-Use Carryout Plastic Bags do not include bags without handles provided to the Customer (1) to transport produce, bulk food, or meat from a produce, bulk food, or meat department within a store to the point of sale; (2) to hold prescription medication dispensed from a pharmacy; or (3) to segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a Reusable Bag or Recycled Paper Bag.

___ Public Nuisance

A violation of this chapter by any person responsible for committing, causing or maintaining such violation, shall constitute a public nuisance which shall be subject to the provisions of Chapter ___ of the Municipal Code, including but not limited to the imposition of any and all administrative fines and the provisions of any other applicable regulatory codes, statutes and ordinances heretofore or hereinafter enacted by the city, the state, or any other legal entity or agency having jurisdiction.

___ (Reserved) Prohibitions and Exemptions

A. No Retail Establishment, to include grocery store or pharmacy, shall provide a Single-Use Carryout Plastic Bag to a customer, at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment except as provided in this Section.

B. No person shall distribute a Single-Use Carryout Plastic Bag at any City facility, City-managed concession, City-sponsored event, or City-permitted event unless otherwise provided in this Section.

C. No person shall distribute a Single-Use Carryout Plastic Bag at the _____ Farmer's Market. Single-use Carryout Plastic Bags may be distributed to customers by food providers for the purpose of safeguarding health and safety during the transportation of prepared take-out foods and liquids intended for consumption away from the food provider's premises.

D. On or before _____ (date) _____ a Retail Establishment may make available for sale to a Customer a Recycled Paper Bag for a minimum charge of ten cents (\$0.10).

E. Notwithstanding the Section, no Retail Establishment may make available for sale a Recycled Paper Bag unless the amount of the sale of the Recycled Paper Bag is separately itemized on the sale receipt.

F. A Retail Establishment may provide a Customer participating in the California Special Supplemental Food Program for Women, Infants, and Children pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the Health and Safety Code; and a Customer participating in the Supplemental Food Program pursuant to Chapter 10 (commencing with Section 15500) of Part 3 of Division 9 of the California Welfare and Institutions Code, with one (1) or more Recycled Paper Bags at no cost.

___ **(Reserved) Recordkeeping and Inspection**

Every Retail Establishment shall keep complete an accurate record or documents of the purchase and sale of any Recycled Paper Bag by the Retail Establishment, for a minimum period of three (3) years from the date of purchase and sale, which record shall be available for inspection at no cost to the City during regular business hours by any City employee authorized to enforce this Part. Unless an alternative location or method of review is mutually agreed upon, the records or documents shall be available at the Retail Establishment address. The provision of false information including incomplete records or documents to the City shall be a violation of this Section.

___ **Modification, Suspension and/or Revocation of Validly Issued Permit and/or License**

Repeated infractions can be charged as a misdemeanor

___ **Severability**

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

___ **Operative Date**

- A. Stores defined in subsections F, F(1), F(2) and F(3) of Definitions Section _____ shall become subject to this Chapter on DATE (Six Months from date of passage).
- B. Stores defined in subsection F(4) of Definitions Section _____ shall become subject to this Chapter on (One Year from Date of Passage) [DATE].

SECTION 2. This ordinance shall become effective on the thirty-first day following passage.

ADOPTED THIS _____ DAY OF _____, _____

[MAYOR]

ATTEST:

[CITY CLERK]

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF _____)

I, [CITY CLERK], City Clerk of the City of _____, California, do hereby certify that Ordinance No. ____ is a full, true, and correct copy, and was introduced at a regular meeting of the _____ City Council on _____, 2013, and adopted at a regular meeting of the City Council held on _____, 2013 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

[CITY CLERK]
CITY OF _____, CALIFORNIA

Attachment: CVAG Model Ordinance - 2013 (2173 : REFERENDUM TO OVERTURN BAN ON SINGLE-USE PLASTIC BAGS (SB 270, PADILLA,

June 3, 2013



Honorable Steve Pougnet
Mayor, Palm Springs City Council
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262

RE: Future Carryout Bag Policies

Dear Mayor Pougnet:

On behalf of the California Grocers Association (CGA), I applaud the city for considering such an important issue regarding carryout bags. If you do move forward, however, I urge you to consider what has become the model ordinance in California which bans plastic carryout bags, and mandates a ten cent charge on paper bags. As you are aware, CGA has worked with dozens of jurisdictions throughout California on a compromise solution that protects the environment and protects retailers – a ban on plastic, charge for paper model. We also urge the entire Coachella Valley to work together in adopting an identical policy as this helps our members avoid a patchwork policy among cities, which can be very damaging to our industry.

The California Grocers Association is a non-profit, statewide trade association representing the retail food industry since 1898. CGA represents approximately 500 retail member companies, many of which do business in Palm Springs. Collectively our members operate more than 6,000 retail food stores in California. Those outlets represent the breadth of diversity of California's retail food industry and include traditional supermarkets, convenience stores, wholesale merchandisers, and independent supermarkets. CGA represents many of the grocery companies operating in the City of Palm Springs.

Dozens of jurisdictions across California have regulated or are in the process of regulating single-use carryout bags. Those successful efforts generally involve a ban on single-use plastic bags and a charge on specified single-use paper bags. This approach taken in other jurisdictions is one that has included robust stakeholder participation and in the end embodies broad consensus on the issue. It is important to note that such a model has become the standard in California. Following what has proven to be an effective and workable approach elsewhere helps increase consistency for businesses with store locations in multiple jurisdictions and for the Palm Springs region's very mobile consumers.

Experience with the Los Angeles County carryout bag ordinance, which bans single-use plastic bags and allows recyclable paper bags for a charge, has shown a dramatic shift in consumer behavior away from single-use carryout bags toward reusable bag use. Industry information is showing an almost immediate flip in consumer behavior with over 70% of consumers either bringing their own bag or choosing no bag at all in the first few weeks of implementation. Over a



period of a few months the amount of consumers choosing not to use a single-use bag has climbed to over 80%. Stores that have seen this policy enacted for even longer periods of time have seen close to 94% of customers bring in reusable bags. This type of regulation is environmentally effective and protects retailers, by allowing them to recoup the costs of providing a much more expensive bag to the customer.

Allowing a small charge for paper bags also protects consumers by providing a low-cost option for unplanned purchases. If a customer comes to a store bringing three reusable bags, but buys four bags of groceries, they have an option of purchasing a paper bag for a ten cent charge, as opposed to spending a \$1.00 on another reusable bag. Grocery stores operate on less than 1% profit margins so every penny counts.

Again, we applaud council for considering this very important issue and we urge you to consider the ban on plastic, charge for paper model if you do move forward. We look forward to working with you throughout this process.

Thank You,

Sarah Paulson Sheehy
Director, Local Government Relations

cc: Members, Palm Springs City Council
James Thompson, City Clerk



Palm Springs Neighborhood Involvement Committee

October 10, 2013

Coachella Valley Association of Governments
73-710 Fred Waring Drive
Palm Desert, CA 92260

Dear Members of the Coachella Valley Area Government Executive Board;

The Palm Springs Neighborhood Involvement Committee (PSNIC) is writing in support of a Valley Wide policy that will restrict the use of single-use plastic bags in the Coachella Valley. Our organization supplies a mechanism for two-way communication between the City of Palm Springs (City) and the 33 Officially Recognized Neighborhood Organizations (NOrgs). Our mission and goal is to improve the livability and character of the Palm Springs neighborhoods and the City as a whole and encourage direct participation and education of the City's residents.

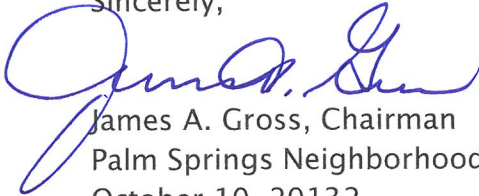
We support legislation to ban single use plastic bags in our local jurisdictions, for the following reasons:

- Plastic is not biodegradable and can remain in the environment for hundreds of years
- Plastic breaks down into smaller pieces that absorb toxic chemicals, are ingested by animal life, and enter the food chain that we depend on
- About 100 billion petroleum based plastic checkout bags are used each year in the U.S., requiring an estimated 12 million barrels of oil annually
- Plastic bags litter our streets, sidewalks, parks, and overall environment; they are a visual and unnecessary environmental blight.
- Reusable bags are an easy, attainable solution. Benefits of local and regional bag legislation include:
- Local government jurisdictions will spend less money on cleaning up plastic bag litter
- Local businesses will save money by not having to provide single-use bags

- Visitors to this area will enjoy a clean environment, and experience model cities which are taking concrete actions towards sensible, modern, sustainable lifestyles.

We thank the City of Palm Desert and City of Palm Springs Waste Reduction Subcommittee's for their collaborative work on this effort and we gladly support a Valley wide measure.

Sincerely,



James A. Gross, Chairman
Palm Springs Neighborhood Involvement Committee
October 10, 20132

Attachment: CVAG Model Ordinance - 2013 (2173 : REFERENDUM TO OVERTURN BAN ON SINGLE-USE PLASTIC BAGS (SB 270, PADILLA,

ORDINANCE NO. 911

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY

WHEREAS, the City Council (the "City Council") of the City of Moreno Valley (the "City") conducted proceedings under and pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State of California (the "Act"), to form a community facilities district comprising three improvement areas within the City of Moreno Valley, designated and known as "Community Facilities District No. 7 of the City of Moreno Valley" (the "Community Facilities District"), with "Improvement Area No. 1," "Improvement Area No. 2" and "Improvement Area No. 3," all as set forth in the City Council's Resolution No. 2008-82 (the "Resolution of Formation"), adopted on June 24, 2008;

WHEREAS, on July 8, 2008, the City Council adopted its Ordinance No. 777 (the "2008 Ordinance") providing, among other things, for the levy of special taxes within Improvement Area No. 1 of the Community Facilities District; and

WHEREAS, on May 17, 2016, the City Council adopted its resolution of consideration relating to Improvement Area No. 1 (the "Resolution of Consideration") and scheduled a Public Hearing on this date to give consideration to the Proposed Amendments, as defined in the Resolution of Consideration, with respect to Improvement Area No. 1; and

WHEREAS, on June 21, 2016, the City Council held a noticed public hearing on the Proposed Amendments, as required by the Act and adopted a resolution calling an election within Improvement Area No. 1 of the Community Facilities District on the Proposed Amendments; and

WHEREAS, on June 21, 2016, an election was held in which the qualified electors of Improvement Area No. 1 of the Community Facilities District approved said proposition by more than the two-thirds vote required by the Act;

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

This Ordinance supersedes and replaces the 2008 Ordinance as it relates to Improvement Area No. 1.

SECTION 2.

The City Council hereby authorizes and levies special taxes within Improvement Area No. 1 of the Community Facilities District pursuant to Sections 53328 and 53340 of the Act, at the rate and in accordance with the method of apportionment set forth in Exhibit A attached hereto (the "Amended and Restated Rate and Method of Apportionment").

SECTION 3.

The City Council may, in accordance with subdivision (b) of Section 53340 of the Act, provide, by resolution, for the levy of the special tax in future tax years at the same rate or at a lower rate than the rate provided by this Ordinance. In no event shall the special tax be levied on any parcel within Improvement Area No. 1 of the Community Facilities District in excess of the maximum tax specified therefor in the Amended and Restated Rate and Method of Apportionment.

SECTION 4.

The special tax shall be levied on all of the parcels in Improvement Area No. 1 of the Community Facilities District, unless exempted by law or by the Amended and Restated Rate and Method of Apportionment.

SECTION 5.

The proceeds of the special tax shall only be used to pay, in whole or in part, the cost of financing certain public capital facilities, as more particularly described in the Amended and Restated Rate and Method of Apportionment.

SECTION 6.

The special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes, unless another procedure is adopted by the City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Chief Financial Officer is hereby authorized and directed to provide all necessary information to the Treasurer and Tax Collector of Riverside County and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at the times necessary to satisfy the financial obligations of Improvement Area No. 1 of the Community Facilities District in each fiscal year.

Notwithstanding the foregoing, the City may collect one or more installments of the special taxes by means of direct billing by the Community Facilities District of the property owners within Improvement Area No. 1 of the Community Facilities District if, in the judgment of the staff and/or officers of the City, such means of collection will reduce the burden of administering the Community Facilities District or is otherwise appropriate

in the circumstances. In such event, the special taxes shall become delinquent if not paid when due as set forth in any such respective billing to the property owners.

SECTION 7. SEVERABILITY

If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within Improvement Area No. 1 of the Community Facilities District, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within Improvement Area No. 1 of the Community Facilities District shall not be affected.

SECTION 8. EFFECT OF ENACTMENT

This Ordinance shall take effect and shall be in force 30 days after the date of its adoption and prior to the expiration of 15 days from the passage thereof shall be published at least once in the Press Enterprise, a newspaper of general circulation, printed and published in the area of the Community Facilities District, together with the names of the City Council members voting for and against the same.

APPROVED AND ADOPTED this 5th day of July, 2016

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. 911 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

Interim City Clerk

(SEAL)

EXHIBIT A

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7 OF THE CITY OF MORENO VALLEY

A special tax as hereinafter defined shall be levied on and collected within Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley ("IA No. 1") each Fiscal Year commencing in Fiscal Year 2016-17, in an amount determined by the City Council of the City of Moreno Valley through the application of the appropriate Special Tax for "Developed Property," "Undeveloped Property," "Provisional Property," and "Taxable Public Property" as described below. IA No. 1 consists of two zones, designated as Zone 1 and Zone 2. All of the real property within IA No. 1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, or other recorded instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560. The minimum Acreage of Taxable Property is determined in accordance with Section I.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any actual ordinary and necessary expense of the City, or designee thereof or both, to carry out the administration of IA No. 1 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the administration of Bonds, the payment of a proportional share of salaries and benefits of any City employee whose duties are related to the administration of IA No. 1, fees and expenses for counsel, audits, or other amounts needed to pay rebate to the federal government with respect to the Bonds, costs related to complying with continuing disclosure requirements pursuant to applicable federal and state securities law, costs associated with responding to public inquiries regarding IA No. 1 or the Bonds, and costs otherwise incurred in order to carry out the administration of IA No. 1.

"Annexed Property" means Assessor's Parcels originally identified within the Future Annexation Area that have been annexed to IA No. 1.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of IA No. 1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax has been pledged.

"Boundary Map" means the "Map of Proposed Amended Boundaries of Improvement Area No. 1 of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed _____, 2016 in Book _____ of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Building Permit" means a permit for new construction for a non-residential structure. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for commercial or industrial use.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes for IA No. 1.

"CFD No. 7" means Community Facilities District No. 7 of the City of Moreno Valley established by the City under the Act.

"City" means the City of Moreno Valley.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 7, or its designee.

"County" means the County of Riverside.

"Developed Property" means all Assessor's Parcels of Taxable Property for which Building Permits were issued on or before June 1 preceding the Fiscal Year for which Special Taxes are being levied, provided that a Final Map for such Assessor's Parcels was recorded on or before January 1 of the prior Fiscal Year for which Special Taxes may be levied.

"Exempt Property" means all Assessor's Parcels within IA No. 1 which are exempt from the Special Taxes pursuant to law or Section I herein.

"Facilities" means only the Perris Valley MDP – Lateral B-3, Stage 2 and the Perris Valley MDP – Lateral B-3.2 and in an amount not in excess of \$2,703,341.58.

"Final Map" means a recorded final map, parcel map, or lot line adjustment, evidencing the subdivision of property pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Future Annexation Area" means all Assessor's Parcels within the future annexation area of IA No. 1 as determined by reference to the boundary map entitled "Map of Proposed Boundaries of Future Annexation Area of Community Facilities District No. 7, City of Moreno Valley, County of Riverside, State of California," filed May 16, 2008 in Book 73, Pages 9-11 of Maps of Assessments and Community Facilities Districts in the office of the County Recorder.

"Goals and Policies" means the local goals and policies adopted by the City Council concerning the use of the Act that are in effect at the time of formation of CFD No. 7.

“Improvement Area No. 1” or “IA No. 1” means the area within CFD No. 7 designated as Improvement Area No. 1 by reference to the Boundary Map, as such area may be amended by the addition of Annexed Property.

“Indenture” means the indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C, which may be levied by CFD No. 7 in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Partial Prepayment Amount” means the amount required to prepay a portion of the Special Tax obligation for an Assessor’s Parcel, as described in Section G.

“Prepayment Amount” means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel, as described in Section F.

“Proportionately” means, for Developed Property in Zone 2, the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property in Zone 2. For Undeveloped Property in Zone 2, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property in Zone 2. For Provisional Property in Zone 2, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Provisional Property in Zone 2. For Taxable Public Property in Zone 2, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Public Property in Zone 2. For Annexed Property, it means that the ratio of the actual Special Tax levied to the Maximum Special Tax is equal for all Assessor’s Parcels of Annexed Property.

“Provisional Property” means all Assessor’s Parcels identified under Section I, excluding Public Property, that are not classified as Exempt Property because such classification would reduce the sum of all Taxable Property to less than 73.48 Acres within Zone 2.

“Public Property” means any property within the boundaries of IA No. 1 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, or any other public agency.

“Special Tax” means the special tax authorized to be levied by CFD No. 7 pursuant to the Act to fund the Special Tax Requirement.

“Special Tax Requirement” means the amount required in any Fiscal Year for IA No. 1 to fund: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) any amount required to establish or replenish any reserve funds established in association with the Bonds, (iv) any delinquencies in the payment of prior years’ Special Taxes, and (v) a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied, less (vi) any amount available to pay debt service or other periodic costs on the Bonds as reasonably determined by the CFD Administrator pursuant to the Indenture.

“Taxable Property” means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to law or the Amended and Restated Rate and Method of Apportionment of Special Tax.

“Taxable Public Property” means all Assessor’s Parcels defined as Public Property that are not classified as Exempt Property under Section I because such classification would reduce the sum of all Taxable Property to less than 73.48 Acres within Zone 2.

“Trustee” means the trustee, fiscal agent, or paying agent under the Indenture.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property, exclusive of Annexed Property, which are not classified as Developed Property, Taxable Public Property, or Provisional Property.

“Zone” means one of the two mutually exclusive geographic areas defined below.

- *“Zone 1”* means the area within IA No. 1 designated as zone 1 by reference to the Boundary Map.
- *“Zone 2”* means the area within IA No. 1 designated as zone 2 by reference to the Boundary Map.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2016-17, each Assessor’s Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property, Provisional Property, or Taxable Public Property.

C. MAXIMUM SPECIAL TAXES

1. ZONE 1

Taxable Property

Each Fiscal Year commencing in Fiscal Year 2016-17, each Assessor’s Parcel of Taxable Property within Zone 1 shall be subject to a Maximum Special Tax equal to \$0 per Acre.

2. ZONE 2

Taxable Property

Each Fiscal Year commencing in Fiscal Year 2016-17, each Assessor’s Parcel of Taxable Property within Zone 2 shall be subject to a Maximum Special Tax equal to \$3,500 per Acre.

The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as Assessor’s Parcels within the Future Annexation Area are annexed to IA No. 1, or if there is an adjustment to the Special Tax in accordance with Section D. The Maximum Special Tax for Taxable Property within Zone 2 shall be recalculated as follows:

1) Calculate the total amount of Special Taxes that can be generated through the levy of the Maximum Special Tax within Zone 2, exclusive of Annexed Property, by multiplying the original Maximum Special Tax established for Zone 2 (\$3,500 per Acre) by the minimum taxable Acreage for Zone 2 as defined in Section I (73.48).

$[\$3,500 \times 73.48 = \$257,180.00]$

2) Calculate the total amount of Special Taxes that can be generated by Annexed Property through the levy of the Maximum Special Tax for Annexed Property in accordance with Section C.3.

3) The new Maximum Special Tax for Taxable Property within Zone 2, exclusive of Annexed Property, shall equal the result calculated in Step 1, minus the result calculated in Step 2, and then by dividing such amount by the minimum taxable Acreage originally established for Zone 2 (73.48 Acres), exclusive of Annexed Property.

(\$257,180.00 – Step 2 result)/73.48 =
Maximum Special Tax per Acre for Taxable Property within Zone 2

3. Annexed Property

The Maximum Special Tax for Annexed Property shall be equal to the Maximum Special Tax set forth in Exhibit A multiplied by the Annexed Property acreage.

D. Administrative Adjustments to the Maximum Special Tax

1. Prior to Issuance of Bonds

Prior to the issuance of the first series of Bonds, the CFD Administrator shall calculate the total tax burden for all Assessor's Parcels of Taxable Property, to determine whether or not any reductions are necessary to the Maximum Special Tax rate(s) identified herein in order to comply with the Goals and Policies. In calculating the total tax burden, the CFD Administrator shall (i) refer to the City's Goals and Policies, any market absorption study or price point analysis dated not earlier than 90 days prior to the date of issuance or other such date approved by the City, and any other document available to the City and/or CFD Administrator, and (ii) calculate the total tax burden considering the Maximum Special Tax rates and other governmental liens. The Maximum Special Tax set forth herein may be reduced if it is reasonably determined by the CFD Administrator and/or City, through review of available information related to IA No. 1, that the total tax burden against Taxable Property results in an amount that would reduce the marketability of the Bonds based on consultations with the City's underwriter, financial advisor, and/or other project team consultants engaged by the City. The City will have the final discretion regarding any reduction in the Maximum Special Tax rates identified herein.

If a mandatory Maximum Special Tax reduction is implemented, the same percent reduction shall be applied to the Maximum Special Tax for each Zone, exclusive of the Maximum Special Tax for Annexed Property set forth in Exhibit A, and the City Council shall cause an "Amended Notice of Special Tax Lien" to be recorded in compliance with the Act. The amount of Bonds that may be issued will be recalculated and shall not exceed an amount, in which, the Maximum Special Taxes that could be levied on Taxable Property within IA No. 1 in each Fiscal Year, less Administrative Expenses for such Fiscal Year, shall provide no less than 110% coverage on the annual debt service on all Outstanding Bonds, as defined in Section F herein.

2. Subsequent to Issuance of Bonds

If, in any Fiscal Year after the City has issued the first series of Bonds, either (i) a Final Map is proposed to be recorded or (ii) an existing Final Map is proposed to be amended, that will result in a reduction of total Acreage of Taxable Property to less than 73.48 Acres within Zone 2, then a mandatory prepayment must be made in accordance with Sections F and G. The mandatory prepayment must be made by the landowners of those Assessor's Parcel(s) that are the subject of the proposed Final Map or the landowners of those Assessor's Parcel(s) that will be amended by the amended Final Map.

If a mandatory prepayment is required, the mandatory prepayment shall be paid as a requirement to record such new Final Map or amended Final Map.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing in Fiscal Year 2016-17 and for each subsequent Fiscal Year until terminated, the City Council shall levy Special Taxes on all Taxable Property until the total amount of Special Taxes levied equals the Special Tax Requirement in accordance with the following steps:

City of Moreno Valley
Improvement Area No. 1 of CFD No. 7

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- Step One: To satisfy the Special Tax Requirement, the Special Tax shall be levied Proportionately on (i) each Assessor's Parcel of Annexed Property up to 100% of the applicable Maximum Special Tax, and (ii) each Assessor's Parcel of Developed Property in Zone 2 up to 100% of the applicable Maximum Special Tax.
- Step Two: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property in Zone 2 up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Three: If additional monies are needed to satisfy the Special Tax Requirement after the second step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property in Zone 2 up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.
- Step Four: If additional monies are needed to satisfy the Special Tax Requirement after the third step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Public Property in Zone 2 up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

F. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section F:

"Facilities Costs" means \$2,703,341.58, all or a portion of which will be used to determine the prepayment amount only if Bonds have not been issued, in which case the portion of the prepayment attributable to this amount shall be deposited into the Improvement Fund.

"Improvement Fund" means a fund available for expenditure to acquire or construct the Facilities.

"Outstanding Bonds" means all previously issued Bonds secured by the levy of Special Taxes which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of the Maximum Special Tax.

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time that the Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay all or a part of the Special Tax obligation shall provide the City with written notice of intent to prepay, and within 10 business days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable fee determined to cover the cost to be incurred by CFD No. 7 in calculating the proper amount of a prepayment. Within 30 business days of receipt of such non-refundable fee, the City shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 60 days prior to the next

occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Defeasance
plus	Administrative Fee
<u>less</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For an Assessor's Parcel of Taxable Property, compute the Maximum Special Tax applicable to such Assessor's Parcel.
2. For each Assessor's Parcel intending to prepay, divide the Maximum Special Tax computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Maximum Special Tax applicable to all Assessor's Parcels of Taxable Property, excluding the Maximum Special Taxes of any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
3. If Bonds have not been issued, then for each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Facilities Costs. If Bonds have been issued, then for each Assessor's Parcel intending to prepay, multiply the quotient computed pursuant to paragraph 2 by Outstanding Bonds. The product shall be the "Bond Redemption Amount," for such Assessor's Parcels, as applicable.
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds on the next available redemption date to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, taking into consideration the amount of Special Taxes levied on and paid for the Assessor's Parcel in the current Fiscal Year.
6. Compute the amount the CFD Administrator reasonably expects to be derived from the reinvestment of the Prepayment Amount (defined in paragraph 10) until the earliest redemption date for the Outstanding Bonds.
7. Subtract the amount computed pursuant to paragraph 6 from the result computed pursuant to paragraph 5. This difference is the "Defeasance."
8. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

- 9. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirement, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve fund on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than \$0.
- 10. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to the Special Tax obligation that is prepaid pursuant to this Section F, the City Council shall indicate in the records of CFD No. 7 that there has been a prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax obligation and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Special Tax shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

G. PARTIAL PREPAYMENT OF SPECIAL TAX

The Special Tax obligation of an Assessor's Parcel of Taxable Property may be partially prepaid, as calculated in this Section G, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = (P_f - A) \times F + A$$

The terms above have the following meanings:

- PP = the Partial Prepayment Amount.
- P_f = the Prepayment Amount calculated according to Section F.
- F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax obligation.
- A = Administrative Fees calculated in Section F, step 8

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the records of CFD No. 7 that there has been a partial prepayment of the Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax obligation, to indicate the partial prepayment of the Special Tax obligation and the partial release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax that may be levied on Taxable Property after such partial prepayment, net of reasonably estimated annual Administrative Expenses, shall be at least 1.10 times the regularly scheduled annual interest and principal payments on all Bonds outstanding after such partial prepayment in each future Fiscal Year.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels of Taxable Property within IA No. 1 in accordance with Section E. If any delinquencies for the Special Tax remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No. 7 for uncollected Special Taxes, but not later than the 2050-51 Fiscal Year.

I. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Assessor's Parcels used or owned exclusively by a property owners' association, or (iii) Assessor's Parcels with public or utility easements, including Assessor's Parcels designated as open space or retention basin, making impractical their utilization for other purposes than those set forth in the easement, provided that such classification would not reduce the Acreage of all Taxable Property to less than 73.48 Acres within Zone 2. Public Property that cannot be classified as Exempt Property will be classified as Taxable Public Property and shall be subject to the Special Tax in accordance with Section E. All other Assessor's Parcels identified within this section that cannot be classified as Exempt Property will be classified as Provisional Property and will be subject to the Special Tax in accordance with Section E.

J. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Manager of the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the CFD Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

K. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 7 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

Exhibit A
IMPROVEMENT AREA 1 OF
CITY OF MORENO VALLEY CFD NO. 7
MAXIMUM SPECIAL TAX RATE FOR ANNEXED PROPERTY ⁽¹⁾

<u>Year After</u> <u>Bond Issuance</u>	<u>Maximum Special</u> <u>Tax per Acre</u>
≤ 0	\$609
1	\$619
2	\$630
3	\$642
4	\$654
5	\$668
6	\$684
7	\$700
8	\$719
9	\$739
10	\$761
11	\$786
12	\$814
13	\$846
14	\$881
15	\$922
16	\$968
17	\$1,022
18	\$1,085
19	\$1,160
20	\$1,250
21	\$1,361
22	\$1,499
23	\$1,678
24	\$1,917
25	\$2,251
26	\$2,754
27	\$3,594
28	\$5,275
29	\$10,321

(1) The above Maximum Special Tax rates are based upon the assumed coupon rate of 4.53%, consistent with the other bonding assumptions. A premium of 15% is added to cover administrative expenses and delinquencies. These rates will be adjusted based upon the final pricing of the bonds at issuance.

ORDINANCE NO. 912

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA14-0011 AMENDING SEVERAL ZONING REGULATIONS CONTAINED IN TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE. THE PROPOSED AMENDMENTS INCLUDE TECHNICAL CORRECTIONS TO FURTHER INTERNAL MUNICIPAL CODE CONSISTENCY, INCLUDING ADDITIONS OF DEFINITIONS, AND CHANGES TO THE PERMITTED USES TABLE. MINOR CHANGES ARE ALSO PROPOSED TO TRUCK IDLING TIMES IN TITLE 12, AND HOURS OF OPERATION FOR CONSTRUCTION AND GRADING IN TITLE 8

The City Council of the City of Moreno Valley does ordain as follows:

WHEREAS, it is a City-initiated work effort to update the Municipal Code to maintain consistency with state law and city practices; and

WHEREAS, staff identified a number of miscellaneous code amendments to Title 9 (Planning and Zoning) of the City's Municipal Code in order to clarify ambiguous language, remove language discrepancies, and codify existing policies and procedures and/or application requirements; and

WHEREAS, staff identified a code amendment to Title 12 (Vehicles and Traffic) of the City's Municipal Code in order to clarify a language discrepancy regarding diesel truck idling times, and meeting the requirements of California Code of Regulations, Title 13, Division 3, Article 1, Chapter 10, section 2485(c); and

WHEREAS, staff identified a code amendment to Title 8 (Building and Construction) of the City's Municipal Code in order to clarify a language discrepancy regarding hours of operation for construction and grading activities times; and

WHEREAS, on March 14, 2016, a 1/8 page Public Notice was published in the *Press Enterprise Newspaper*, advertising a duly noticed public hearing before the Planning Commission regarding the proposed "clean-up" code amendments; and

WHEREAS, on March 24, 2016, the Planning Commission continued the public hearing for this project to the April 28, 2016 Planning Commission agenda; and

WHEREAS, on April 28, 2016, the Planning Commission reviewed the list of Staff's proposed "clean-up" code amendments that were arranged by 21 topics, provided Staff with its feedback on all the proposed amendments; and

WHEREAS, on April 28, 2016, the Planning Commission adopted Planning Commission Resolution No. 2016-05, thereby recommending to the City Council the adoption of an ordinance to amend miscellaneous “clean-up” code changes to Title 9 (Planning and Zoning), Title 8 (Building and Construction), and Title 12 (Vehicles and Traffic) of the City’s Municipal Code; and

WHEREAS, the amendment of the Moreno Valley Municipal Code is exempt from further environmental review pursuant to Section 15061 of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, on June 9, 2016, a 1/8 page Public Notice was published in the *Press Enterprise Newspaper*, advertising a duly noticed public hearing before the City Council regarding the proposed “clean-up” code amendments; and

WHEREAS, the City Council of the City of Moreno Valley has considered information presented by the Community Development Director and other interested parties at a public meeting held on June 21, 2016; and

WHEREAS, the City Council has determined that the adoption of this Ordinance is in the best interests of the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES ORDAIN AS FOLLOWS:

SECTION 1. Pursuant to Section 21083 of the California Environmental Quality Act (CEQA) statues and Section 15061 of the CEQA Guidelines, it has been determined that this amendment of the Municipal Code is exempt from further environmental review.

SECTION 2. If any portion of this Ordinance, or application of any such provision to any person or circumstances, shall be held invalid, the reminder of this Ordinance to the extent it can be given effect, or the application of such provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

SECTION 3. Amendments of Title 9 (Planning and Zoning), Title 8 (Building and Construction), and Title 12 (Vehicles and Traffic) of the Moreno Valley Municipal Code is in the best interest of the public because the revisions will ensure the Municipal Code maintains consistency with state law and city practices.

SECTION 4. FINDINGS

- A. Conformance with the General Plan - The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The proposed Municipal Code Amendment includes various policy clarifications and text clean-ups amending several zoning regulations contained in Title 9 of the City of Moreno Valley Municipal Code. The proposed amendments range from minor “clean-up” items, changes to further internal Municipal Code consistency, additions of definitions, changes to the Permitted Uses Table, and changes to massage facilities to be in agreement with Title 11 (Peace, Morals, and Safety). There are also minor changes to Title 12 (Vehicles and Traffic) referring to truck idling times and Title 8 (Building and Construction) referring to hours of operation for construction and grading.

The list of Municipal Code sections to be revised include the following: 9.12.060 (Permitted Signs), 9.15.030 (Definitions), 9.02.130.6 (Home Occupation Permits), 9.09.202 (Swimming pools, spas and recreational courts), 9.05.050 (Good Neighbor Guidelines for warehouse distribution facilities), 12.38.020 (Parking prohibitions or restrictions), 9.05.040 (Industrial Site Development Standards), 9.03.040E (Special Single-Family Residential Development Standards), 9.13.040 (Map designation), 9.16.130 (Single-Family Residential General Guidelines), 9.02.150 (Temporary Use Permits), 9.02.020 (Permitted Uses), 9.17.070 (Single-family residential development), 9.11.040 (Off-Street Parking Requirements), 9.02.130 (Home Occupation Permits), 8.21.050 (Grading Permit Requirements), 8.14.040 (Miscellaneous standards and regulations) and the elimination of Section 9.07.020 (Specific Plan District) from the City of Moreno Valley Municipal Code.

This City initiated “clean-up” amendment will correct minor technical errors and inconsistencies, and will add clarifying language to the Municipal Code. All text changes were reviewed to ensure that the clarifying language and minor technical errors are consistent with General Plan policies.

The proposed amendments to the Municipal Code which are applicable to residential areas will further General Plan Objective 2.3, which promotes a sense of community and pride within residential areas through increased neighborhood interaction and enhanced project design. The proposed Code amendment establishing new use categories for bars, bars with limited live entertainment, nightclubs, and restaurants with limited live entertainment is consistent with Objective 2.4 of the General Plan in that expansion of restaurant and bar type uses will serve the retail and service commercial needs of Moreno Valley residents and businesses.

The Municipal Code Amendment is consistent with the General Plan and its goals, objectives, policies and programs.

- B. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions.

Staff has reviewed the proposed Municipal Code Amendment in accordance with the CEQA Guidelines and has determined that the project qualifies as exempt pursuant to Section 15061 (b) (3) (Review for Exemption) of the CEQA Guidelines. For the proposed Code amendments, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

The proposed Municipal Code Amendment includes various clarifications and text clean-ups amending several zoning regulations. The proposed amendments range from minor “clean-up” items, changes to further internal Municipal Code consistency, additions of definitions, changes to the Permitted Uses Table, and changes to massage facilities to be consistent with Title 11 (Peace, Morals, and Safety). Based on staff’s review of the Project, no special circumstances exist that would create a reasonable possibility that this project will have a significant effect on the environment.

C. Conformance with Zoning Regulations – The proposed amendment is consistent with the purposes and intent of Titles 8, 9 and 12 of the Municipal Code.

FACT: The amendment process is necessary to ensure compliance with the procedures required by state law, and to establish a reasonable and fair means to allow amendments and changes which will ensure consistency with the General Plan and all applicable zoning and other regulations. The proposed amendment meets all applicable Municipal Code requirements related to amendments to provisions of Title 9 (MC 9.02.050). The proposed changes to Title 8 and Title 12 were also reviewed and found consistent with the General Plan and all applicable zoning and other regulations.

This City initiated “clean-up” amendment will correct minor technical errors and inconsistencies, and will add clarifying language to the Municipal Code. These proposed amendments clarify and address inconsistencies within the Municipal Code. As proposed, the amendment is consistent with the purposes and intent of Titles 8, 9, and 12.

SECTION 5. MUNICIPAL CODE AMENDED SECTION 9.12.060:

5.1 Section 9.12.060 of Chapter 9.12 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended as follows:

The term “modified” from “modified monument signs” shall be removed from the City of Moreno Valley Municipal Code and replaced with “monument signs.”

Section 9.12.060 of Chapter 9.12 of the City of Moreno Valley Municipal Code is hereby amended and replaced with the text provided in Exhibit A of this Ordinance.

SECTION 6. MUNICIPAL CODE AMENDED SECTION 9.15.030:

6.1 Section 9.15.030 of Chapter 9.15 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended with the following:

Municipal Code Section 9.15.030 replaces the existing definition of “Modified Monument Sign” replacing it with “Monument Sign” as follows:

“Monument sign” means a sign supported permanently on the ground by columns, pilasters, or similar details to provide design interest and complement their surroundings. Monument signs shall incorporate landscaping to screen the base. Landscaping around monument signs should be designed to ensure the long-term readability of the sign.

SECTION 7. AMENDMENT TO SECTION 9.12.060:

7.1 Section 9.12.060.B.2.b of Chapter 9.12 of the City of Moreno Valley Municipal Code is revised and replaced with language to allow multiple-family complexes greater design flexibility with entry wall signs while not expanding the amount of total square footage allowed for signage.

7.2 Section 9.12.060.B.2.b of Chapter 9.12 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

b. Multiple-Family Complex. One wall or monument sign, not exceeding 25 square feet in area per display face, is allowed for each public street frontage. Monument signs may not exceed 6 feet in overall height. In lieu of a freestanding sign or one large wall sign, 2 single-sided, wall mounted-signs not exceeding 25 square feet per display face are allowed for each public street frontage when located at a project entry point. The content of such signs shall be limited to the name of the complex and the range of addresses within the complex.

SECTION 8. AMENDMENT TO SECTIONS 8.21 AND 8.14 OF TITLE 8

8.1 Sections 8.14.040E and 8.21.050.O of the City of Moreno Valley Municipal Code are revised and replaced to make the work hours allowed for construction and grading activities consistent.

8.2 Section 8.21.050.O of Chapter 8.21 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

O. Time of Grading Operations. Grading and equipment operations shall only be completed between the hours of seven a.m. to seven p.m. Monday through Friday, excluding holidays and from eight a.m. to four p.m. on Saturday. The city engineer may, however, permit grading or equipment operations before or after the allowable hours of operation if he or she determines that such operations are not detrimental to the health, safety, or welfare of residents or the general public. Permitted hours of

operations may be shortened by the city engineer's finding of a previously unforeseen effect on the health, safety, or welfare of the surrounding community.

8.3 Section 8.14.040.E of Chapter 8.14 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

E. Hours of Construction. Any construction within the city shall only be completed between the hours of seven a.m. to seven p.m. Monday through Friday, excluding holidays and from eight a.m. to four p.m. on Saturday, unless written approval is obtained from the city building official or city engineer.”

SECTION 9. AMENDMENT TO SECTION 9.02.130.D.6

9.1 Section 9.02.130.6 of Chapter 9.02 of the City of Moreno Valley Municipal Code is revised and replaced with language clarifying the sizes of vehicles that may be parked at single-family residences in conjunction with a home occupation approved business.

9.2 The text of Section 9.02.130.D.6 of Chapter 9.02 of the City of Moreno Valley Municipal Code is hereby amended and replaced to read as follows:

6. No commercial vehicles may be used for delivery of materials, with the exception of occasional and reasonable courier services to or from the premises. No more than two (2) commercial vehicles may be used in connection with a home occupation permit. Each vehicle shall not have dimensions larger than eight (8) feet in total outside width, or seven (7) feet in total height, or twenty-one (21) feet in bumper-to-bumper length. No attachments or equipment shall be permitted when vehicles are not in use and within view of the public right-of-way. Vehicles used for mobile vending shall be subject to the State Health and Safety Codes. The aforementioned vehicles and vehicles for hire shall be subject to the parking restrictions contained in Chapters 1.38 and 12.42 of the municipal code.

SECTION 10. AMENDMENT TO SECTION 9.09.202.C

10.1 Section 9.09.202.C of Chapter 9.09 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended with the following:

Municipal Code 9.09.202.C.3 replaces the existing reference “Section 9.03.040(E)(3)” and replacing it with “Section 9.03.040(E)(7)” as follows:

3. Swimming pool equipment shall be operated in accordance with Section 9.03.040(E)(7).

SECTION 11. AMENDMENT TO SECTIONS 9.05.050.D OF TITLE 9 and 12.38.020.C OF TITLE 12

11.1 Sections 9.05.050.D and 12.38.020.C of the City of Moreno Valley Municipal Code are revised to meet truck idling rules and regulations set by the State per California Code of Regulations Title 13, Section 2485, which is a five (5) minute limit.

11.2 Section 9.05.050.D of Chapter 9.05 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

D. Reduce and/or eliminate diesel idling within the warehouse/distribution center by using the following strategies:

1. Enforce compliance with Moreno Valley Municipal Code Section 12.38.020(C), Parking Prohibitions or Restrictions, while adjacent to a developed residential area, the operator shall not idle the vehicle's engine for longer than five (5) minutes.
2. Enforce compliance with Moreno Valley Municipal Code Section 12.50.040(A)(1), Idling Limitation, a driver of a vehicle must turn off the engine upon stopping at a destination.
3. Enforce compliance with Moreno Valley Municipal Code Section 12.50.040(C), Idling Limitation, an equipment operator of a TRU (transportation refrigeration unit) must not cause or allow a TRU to operate while stationary unless the vehicle is lawfully parked at a location approved for truck parking by this code and not within five hundred (500) feet of a school unless the operator is actively engaged in the process of loading or unloading cargo or is waiting in a queue to load or unload cargo for a period not to exceed two hours.
4. Enforce compliance with Moreno Valley Municipal Code Section 12.50.060(D), Relationship to Other Laws, nothing in this chapter allows idling in excess of other applicable laws, including, but not limited to, any other local, state or federal law or regulation as stringent as, or more stringent than this chapter.
5. Future tenant improvements involving conversion of a warehouse for refrigeration storage shall include electrical hookups for refrigeration units.
6. Promote the installation of on-site electric hook-ups to eliminate the idling of main and auxiliary engines during loading and unloading of cargo and when trucks are not in use.

11.3 Section 12.38.020.C of Chapter 12.38 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

- C. While adjacent to a developed residential area within the city, the operator shall not idle the vehicle's engine for longer than five (5) minutes.

SECTION 12. AMENDMENT TO SECTION 9.05.040.B.9

12.1 Section 9.05.040.B.9 of Chapter 9.05 of the City of Moreno Valley Municipal Code is revised by deleting of the word "building." The rest of Section 9.05.040B (numbers 1-8 and 10) will remain unchanged.

12.2 Section 9.05.040.B.9 of Chapter 9.05 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

9. In the LI district, industrial and warehouse, structures greater than fifty thousand (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 two hundred fifty (250) feet between the residential district and the truck court or loading area.

SECTION 13. AMENDMENT TO SECTION 9.03.040.E

13.1 Section 9.03.040.E of Chapter 9.03 of the City of Moreno Valley Municipal Code is revised by including additional single-family zoning districts that require fully landscaped front yards and street side yards when residential developments have five or more dwelling units. The amendment is to the Special Single-Family Residential Development Standards.

13.2 Section 9.03.040.E of Chapter 9.03 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

E. Special Single-Family Residential Development Standards.

1. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.
2. In the R2, RA2, R3 and R5 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.
3. In the RS10 district, driveways and fire hydrants shall be designed and located to maximize on-street parking opportunities in front of each residence.

4. Within the RS10 district, small lot single-family subdivisions on less than fifteen (15) gross acres shall provide landscaping and decorative walls along the street side of corner lots and at least two of the following amenities throughout the project:
 - a. Front porches;
 - b. Automatic garage door openers;
 - c. Electronic security systems.

5. Within the RS10 district, small lot single-family subdivisions on fifteen (15) gross acres or more shall include usable common open space encompassing a minimum of ten (10) percent of each development. Usable common open space does not include individually owned lots, parking areas, nor vehicular rights-of-way. Usable common open space is open space and/or recreational amenities under joint (common) ownership, including, but not necessarily limited to, landscaped areas, trails, playgrounds, tennis courts, swimming pools and recreational buildings. A homeowners' association shall be established to provide continual maintenance of the commonly owned facilities.

6. For all developments within the R5 land use district, a buffer of lots held to the development standards of the R3 land use district shall be included for all portions of a subdivision located adjacent to lower density single-family residential land use districts, including the R1, R2, RA-2, and RR zones.

7. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

SECTION 14. AMENDMENT TO SECTION 9.07.020

14.1 Section 9.07.020 of Chapter 9.07 of the City of Moreno Valley Municipal Code is hereby amended by deleting the whole section. There is no reference to Specific Plan Districts in the City of Moreno Valley General Plan.

14.2 Section 9.07.020 of Chapter 9.07 of the City of Moreno Valley Municipal Code is hereby deleted.

SECTION 15. AMENDMENT TO SECTION 9.13.040

15.1 Section 9.13.040 of Chapter 9.13 of the City of Moreno Valley Municipal Code is hereby amended by deleting the reference to the General Plan.

15.2 Section 9.13.040 of Chapter 9.13 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

Areas within an approved specific plan shall be designated on the official zoning map as follows:

In all cases, the “SP” symbol shall be followed by a number to designate the specific plan (e.g., SP-1: Specific Plan No. 1). All development shall be subject to provisions of the designated specific plan, associated documents and the regulations of this chapter.

SECTION 16. AMENDMENT TO SECTION 9.02.150.D

16.1 Section 9.02.150.D of Chapter 9.02 of the City of Moreno Valley Municipal Code is revised by adding the time limits for larger shopping centers as Number 2 and renumbering the rest of the section as Numbers 3 through 9.

16.2 Section 9.02.150.D of Chapter 9.02 of the City of Moreno Valley Municipal Code is hereby amended with the following:

D. Special Requirement for Merchandise Sales. The following shall apply to merchandise sales, as delineated in the Temporary Uses Table 9.02.150-3 above:

1. “Merchandise sale... in conjunction with established businesses” means an event managed and operated by the owner or operator of a permanently established business, on the premises of that business (or upon immediately adjacent common area of a shopping or commercial center in which the business is located), conducting the sale, lease, rental or other transfer of control of merchandise which is inventory of the established business and which is of the same or similar kind and quality normally offered as immediately available to the public by that business at that business site. Sales operated by outside vendors shall not be permitted under this provision. An outdoor sale of merchandise on the premises of a business that ordinarily only displays merchandise and/or conducts sales or lease transactions for customer delivery at another site or at another time shall not be permitted under this provision. This subsection shall not apply to “merchandise sales on the premises of a bank, [etc.],” as listed in the Temporary Uses Table.

2. Merchandise sales sponsored and sanctioned by the Master Property Association or Property Manager for Shopping Centers, which are 20 acres or larger and located within the Community Commercial zoning (CC) district, shall have a maximum of 36 days per calendar year.

3. Food and Entertainment. Upon approval of the community development director and compliance with all other laws and regulations, food or entertainment may be sold or provided by two or fewer secondary vendors incidental to the merchandise sale, such as a hot dog cart, snow cone or popcorn wagon, pony ride, inflatable jumper, etc., provided that such uses occupy not more than twenty-five (25) percent of the total space occupied by the sale or four hundred (400) square feet, whichever is less.

4. Merchandise sales (including display areas) shall not occupy landscaped areas or unimproved surfaces.

5. Merchandise sales taking place upon parking surfaces shall be confined to improved parking surfaces. Merchandise sales shall not occupy more than twenty (20) percent of the legally required improved parking spaces for the business conducting the sale. No merchandise sale shall occupy parking spaces legally required for another business, including other businesses located in the same shopping or commercial center, or parking spaces otherwise required for the shopping or commercial center in which the business is located. Merchandise sales may occupy on-site improved parking spaces that are not so legally required, subject to all other provisions of this chapter. No merchandise sale shall occupy or encumber more than one hundred twenty-five (125) parking spaces.

6. Merchandise sales shall not negatively affect the vehicular and pedestrian circulation patterns of the subject site or nearby streets, or the usability of the remaining parking spaces for the site, and shall allow unabated access for public safety personnel and vehicles.

7. Setup and Takedown. One day of setup before a merchandise sale and one day of takedown/cleanup after the sale shall not be counted against the total number of permitted sale days. No sales activity shall occur on such setup or takedown/cleanup days.

8. No Use of Public Right-of-Way. Any and all personal properties or merchandise shall be solely contained on private property and shall not extend into the public right-of-way.

9. Cleanup. The permittee shall be responsible for cleanup of the site within twenty-four (24) hours of termination of the sale event.

SECTION 17. AMENDMENT TO SECTION 9.02.020

17.1 Section 9.02.020 of Chapter 9.02 of the City of Moreno Valley Municipal Code is revised by adding the four new restaurant, nightclub, and bar type uses to the “Permitted Uses Table 9.02.020-1”.

17.2 Section 9.02.020 of Chapter 9.02 of the City of Moreno Valley Municipal Code is hereby amended to read as the attached revised “Permitted Uses Table 9.02.020-1” in Exhibit B of this Ordinance.

SECTION 18. AMENDMENT TO SECTION 9.15.030

18.1 Section 9.15.030 of Chapter 9.15 of the City of Moreno Valley Municipal Code is hereby amended by adding ten new definitions: bars, bars with limited live entertainment, hardscape, mulch, nightclub, permeable paving/surfaces, pool hall, restaurants with limited live entertainment, and spa facility, and deleting the definition for massage parlor. All other definitions in Section 9.15.030 remain unchanged.

18.2 Section 9.15.030 of Chapter 9.15 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

“Bars” means an establishment serving alcoholic beverages for on-site consumption as the primary use, including bars, cocktail lounges, pubs, saloons, and taverns and in which the service of food is only incidental to the consumption of such beverages.

“Bars, with Limited Live Entertainment” means a bar or tavern that provides incidental entertainment, such as musical performances, where the performance area does not exceed 75 square feet and customer dancing does not occur. The use shall instead be classified as a nightclub if the performance area exceeds 75 square feet or customer dancing occurs. Live entertainment does not include a sexually oriented business.

“Hardscape” refers to the solid, hard elements in landscape design that stay the same for years. Examples of hardscape designs include patios, decks, driveways, walkways, stairs, water features, retaining or garden walls and outdoor kitchens. Many different materials are used in hardscape designs including concrete, brick, slate and flagstone.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion. In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

“Nightclubs” means a bar, tavern, restaurant or similar establishment that provides live entertainment (music, comedy, etc.) that may serve alcoholic beverage for sale, where the performance area exceeds 75 square feet, or customer dancing occurs.

“Permeable paving/surfaces” means any paving or surfaces that allow storm water to infiltrate the underlying soils. Permeable paving/surfaces are required to be contained so neither sediment nor the permeable surface discharges off the site. Materials allowed include but are not limited to: porous asphalt, porous concrete, single-sized aggregate, planting beds, open-jointed blocks, stone, pavers or brick that are loosely set without mortar.

“Pool hall” means a building or portion thereof having within its premises four or more pool tables or billiard tables, or combination thereof, regardless of size, and whether activated manually or by the insertion of a coin, token or other mechanical device.

“Restaurants with Limited Live Entertainment” means a restaurant that provides incidental entertainment, such as musical performances, where the performance area does not exceed 75 square feet, and customer dancing does not occur. The use shall be classified as a nightclub (commercial entertainment) if the performance area exceeds 75 square feet or customer dancing is provided. Live entertainment does not include a sexually oriented business.

“Spa facility” means an establishment in a fixed location where massage is performed for compensation pursuant to all applicable state and local laws, rules and regulations as well as meeting all the requirements of Chapter 11.96 (Spa facilities). Spa facilities may include additional services such as full service hair salons, make-up consultation and application and manicure and pedicure services, and therapeutic treatments such as body packs and wraps, exfoliation, cellulite and heat treatments, electrolysis, body toning, waxing, aromatherapy, cleansing facials, medical facials, non-surgical face lifts, electrical toning and electrolysis. Hydrotherapy and steam and sauna facilities, nutrition and weight management, spa cuisine and exercise facilities and instruction may also be provided as additional services.

18.3 Section 9.15.030 of Chapter 9.15 of the City of Moreno Valley Municipal Code hereby deleted the definition of massage parlor.

SECTION 19. AMENDMENT TO SECTION 9.17.070.A

19.1 Section 9.17.070.A of Chapter 9.17 of the City of Moreno Valley Municipal Code is hereby amended by revising existing landscape guidelines for single-family residential homes to include better guidance for drought tolerant landscapes.

19.2 Section 9.17.070.A of Chapter 9.17 of the City of Moreno Valley Municipal

Code is hereby amended to read as follows:

- A. Plans for landscape construction or reconstruction of existing single-family units, custom homes and model home complexes are subject to review by the planning division to ensure:
1. Conformance with prevailing building design guidelines, with pleasing visual aesthetics and water efficient design.
 2. Use of xeriscape landscaping.
 3. Use of approved landscape materials.
 4. Use of approved “smart irrigation” controllers.
 5. Irrigation systems minimize overspray onto structures or hard surfaces such as sidewalks, driveways and walls/fences.
 6. The front yard areas have a maximum allowance of twenty-five (25) percent turf with the remaining yard planted with shrubs, groundcovers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. Pervious pavement/surfaces are recommended to reduce water run-off.
 7. Ground Treatment. The ground area within required landscape areas shall receive landscape treatment and present a finished appearance and reasonably complete coverage upon planting. Areas not planted with trees, shrubs, or bedding plants shall be planted according to the following provisions.
 - (1) Areas may be planted with ground cover. Ground cover shall be of a size and spacing to provide one hundred (100) percent coverage within the first year of planting. Edging shall be provided for all ground cover.
 - (2) Mulch shall be installed and maintained at a minimum depth of three (3) inches on all planted areas except where ground cover plants are fully established. Mulch may be approved as a permanent ground treatment in landscape designs up to 25 percent of the total required landscape area. Mulch with an accompanying weed barrier may be used in a limited way when appropriate to a design concept and as a ground treatment in areas where drainage is a problem.
 8. New and existing single-family front yard setbacks include front and street side yard landscaping consisting predominantly of plant materials including shrubs, groundcovers and required trees, except for necessary walks, drives and fences, not including weeds, as defined in Municipal Code Chapter 6.04, or concrete/hardscape materials.
 9. Groundcover should be used to absorb run-off from rain or irrigation.
 10. Reduction of hardscape/paving is recommended to reduce water run-off. Pervious pavement/surfaces are preferred.
 11. The plant palette provided in the County of Riverside Guide to Friendly Landscaping is recommended to identify plants which can be used to establish an aesthetically pleasing and water efficient landscape.

SECTION 20. AMENDMENT TO SECTION 9.09.130.D

20.1 Section 9.09.130.D of Chapter 9.09 of the City of Moreno Valley Municipal Code is hereby amended by deleting the noticing requirements for second dwelling units to be consistent with noticing requirements in State law (Government Code Section 65852.2).

20.2 Section 9.09.130.D of Chapter 9.09 of the City of Moreno Valley Municipal Code is hereby deleted. All other text of Section 9.09.130 remains unchanged.

SECTION 21. AMENDMENT TO SECTION 9.11.040

21.1 Section 9.11.040 of Chapter 9.11 of the City of Moreno Valley Municipal Code is hereby amended by replacing uses inadvertently deleted in a past Municipal Code Amendment to both Table 9.11.040A-12 (Off-Street Parking Requirements) and Table 9.11.040B-12 (Off-Street Parking Requirements) and revising the parking requirements for second dwelling units in Table 9.11.040A-12 (Off-Street Parking Requirements).

21.2 Section 9.11.040 of Chapter 9.11 of the City of Moreno Valley Municipal Code is hereby amended to read as the attached revised ““Off-Street Parking Requirements Tables 9.11.040A-12 and Table 9.11.040B-12” provided in Exhibit C of this Ordinance.

SECTION 22. AMENDMENT TO SECTION 9.02.020

22.1 Section 9.02.020 of Chapter 9.02 of the City of Moreno Valley Municipal Code is hereby amended by changing the term “massage establishment” under Personal Services to “spa facilities” in the Permitted Uses Table.

22.2 Section 9.02.020 of Chapter 9.02 of the City of Moreno Valley Municipal Code is hereby amended to read as the attached revised “Permitted Uses Table 9.02.020-1” provided in Exhibit B of this Ordinance.

SECTION 23. AMENDMENT TO SECTION 9.02.130

23.1 Section 9.02.130 of Chapter 9.02 of the City of Moreno Valley Municipal Code is hereby amended by replacing the term “massage establishment” with “spa facilities.”

23.2 Section 9.02.130.E of Chapter 9.02 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

E. Prohibited Home Occupation Uses. The following uses, either by operation or nature, are not considered to be incidental to or compatible with residential activities and therefore shall not be permitted as home occupations:

1. Automotive and other vehicle (inclusive of motorcycles or recreational vehicles) repair (body or mechanical), upholstery, painting or storage;
2. Towing;
3. The sale, use or manufacture of ammunition, explosives or fireworks;
4. Spa Facilities. This shall not be construed to prohibit medical massage performed by licensed professionals, as defined in this title;
5. Junk yards;
6. Escort services; and
7. Quantities of materials which may present a health and/or safety hazard, including, but not limited to: explosives; flammable or combustible dusts, liquids or gases; corrosives; irritants and toxic materials.

SECTION 26. EFFECT OF ENACTMENT

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 27. NOTICE OF ADOPTION

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 28. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after the date of adoption.

APPROVED AND ADOPTED this 21st day of June, 2016.

ATTEST:

Mayor

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. 912 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance 912 (2182 : AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING

Exhibit A: “List of Changes to Section 9.12.060 Permitted signs”**9.12.060 Permitted signs.****A. General Provisions.****1. The following signs shall be permitted subject to a sign permit:**

- a. Monument signs;
- b. Tenant identification (wall) signs;
- c. Drive-through restaurant menu boards;
- d. Freeway signs;
- e. Gas station signs;
- f. Theater marquees;
- g. Internal guidance signs;
- h. Directory signs;
- i. Special event signs;
- j. Off-site directional signs;
- k. Banners.

2. Changeable Copy. The signs described in this section may include manual, electronic or mechanically activated changeable copy comprising not more than fifty (50) percent of the sign copy area. Such changeable copy shall not blink, flash or change in appearance more than once in three seconds. Manually activated changeable copy signs shall use no more than two colors and shall be enclosed within a cabinet with a clear protective cover.**B. Monument Sign Requirements.****1. Commercial and Industrial Developments.** One sign is allowed per driveway not to exceed a total per street frontage of two square feet of copy area and two and one-half square feet of sign area respectively for each one thousand (1,000) square feet of gross floor area within the development. With respect to a single building of less than ten thousand (10,000) square feet in gross floor area located on an individual parcel with street frontage, such sign need not be less than

twenty (20) square feet in sign copy area and thirty-five (35) square feet in sign area per street frontage.

2. Residential Developments.

a. Neighborhood Identification Signs.

i. One non-illuminated neighborhood identification sign is permitted at each street entrance to each neighborhood.

ii. Neighborhood identification signs shall not exceed twenty-five (25) square feet in copy area, forty-five (45) feet in sign area and six feet in height.

iii. The content of such signs shall be limited to the name of the neighborhood.

iv. All neighborhood identification signs shall be designed for maximum vandal resistance and shall be made of masonry, cement, or other materials of comparable durability. Such signs may be either freestanding or affixed to the neighborhood perimeter wall.

v. All neighborhood identification signs shall comply with the sight distance requirements for traffic safety.

vi. No neighborhood identification sign shall be allowed unless a homeowners' association or community services district is responsible for sign maintenance.

vii. Any neighborhood identification sign located within a city right-of-way shall require an encroachment permit for such sign from the city engineer.

b. Multiple-Family Complex. One sign is permitted per street frontage not to exceed twelve (12) square feet in copy area, twenty-five (25) square feet in sign area and six feet in height. The content of such signs shall be limited to the name of the complex and the range of addresses within the complex.

c. Temporary Model Home Complex. Two non-illuminated signs are permitted not to exceed twenty-five (25) square feet in copy area, forty-five (45) square feet in sign area and six feet in height at each major entrance to the complex. Such signs shall be removed at the completion of home sales.

3. Institutional Signs Within Residential Districts. One monument sign not to exceed thirty-six (36) square feet in copy area, forty-eight (48) square feet in sign area and eight feet in height is permitted to identify the premises of a place of religious worship or similar quasi-public institution.

4. Sign Height and Area.
 - a. The height of a monument sign is the vertical dimension measured from the average finished grade level to the highest point of the sign. The height of a monument sign shall not exceed fifteen (15) feet.
 - b. The maximum height of a sign located on a berm with a finished grade level more than two feet above the top of the street curb shall be reduced an amount equal to the distance that the grade level exceeds two feet above the top of curb.
 - c. Where topographic constraints make the established copy height standards impractical, the community development director may adjust the height requirements on a project by project basis.
 - d. The sign area of a monument sign may not exceed the limits prescribed in this section unless a determination is made by the decision-making body that an increase is needed to improve the compatibility of the sign with the architecture of the development where the sign is to be located. This provision shall not be construed to apply to the sign copy area.
 5. Addresses. Addresses with a minimum of six-inch letters shall be located above the copy area. If a series of addresses are located within the project, the address shall include the entire address range beginning with the lowest number. Addresses shall not be considered in the calculation of the copy area.
 6. Vacant Spaces. Any vacant tenant spaces on a multitenant monument sign shall appear opaque until occupied using a material and texture consistent with the rest of the sign copy area.
 7. Opaque Backgrounds. The sign copy area shall be designed with opaque backgrounds such that when illuminated from behind, only the sign text is illuminated against a dark (unlighted) background.
 8. Application to Multitenant Centers. Monument sign standards apply to any development designed as an integrated center with shared parking and access. Leasing to individual tenants or subdivision of the center shall not establish separate sign privileges for each tenant or parcel.
 9. Setback Requirements. Monument signs may be placed at the ultimate street right-of-way line, except that they shall not encroach within the limited use area described in the landscape development guidelines and specifications.
- C. Tenant Identification (Wall) Sign Requirements.

1. Signs on Buildings Up to Two Stories High. Each tenant may erect a wall sign on the front, side and rear of the building space occupied by such tenant with a sign area not to exceed ten (10) percent of the building face occupied by such tenant, except that such sign need not be less than twenty (20) square feet in area.
2. Signs Within Any District on Buildings Over Two Stories High.
 - a. One wall sign not to exceed two percent of the building face may be placed above the windows of the highest floor on each exterior wall (front, rear and side) of the building. Such sign(s) shall display the name of the building or the major tenant.
 - b. Up to four wall signs per building, each not to exceed twenty (20) square feet in area, may be placed below the second floor to identify building tenants.
3. Residential Uses. One wall sign is permitted per street frontage of a multiple-family complex not to exceed twelve (12) square feet in area. The content of such signs shall be limited to the name of the complex and the range of addresses within the complex.
4. Approved Types of Wall Signs. Wall signs shall consist of individually mounted channel letters, carved or routed wood, neon, sculptured cans, can signs and awning signs.
5. Wall Sign Specifications.
 - a. The copy area of a can wall sign shall use an opaque background. The retainer shall be decorative.
 - b. Individually mounted letters may be constructed of metal, plastic or foam, provided that the letters are a minimum of one inch in depth and the density of the plastic or foam is three pounds or greater. Alternative materials may be approved provided they are equivalent in durability to the above-referenced materials.
 - c. Carved or routed wood signs shall be constructed of redwood, cedar, balsa or an equivalent material. Wood signs shall be coated with sealer to minimize weathering. Plywood signs are prohibited.
 - d. Letters or graphics on an awning sign shall be painted, printed or affixed flat against the surface of an awning. An awning is a roof-like cover constructed of non-rigid material over a supporting framework that projects from the exterior wall of a building.
6. Raceways and Conduit. Raceways and electrical conduit shall not be visible.

- D. Drive-Through Restaurant Menu Boards. Two additional signs shall be permitted for the purpose of displaying the type and price of products sold on-site to drive-through customers. Such signs may include a speaker system to allow drive-through customers to order food and beverages. Such signs shall not exceed forty-eight (48) square feet in area and eight feet in height inclusive of the base. If the restaurant elects to build only a single menu board, the sign shall not exceed sixty-four (64) square feet and the height shall not exceed eight feet inclusive of the base.
- E. Freeway Signs. One freestanding on-site sign shall be permitted per parcel or business complex, provided that the sign is located within six hundred sixty (660) feet of a freeway right-of-way. Such sign shall not exceed forty-five (45) feet in height and one hundred fifty (150) feet in sign area. The sign area may not exceed the limits prescribed in this section unless a determination is made by the community development director that an increase is needed to improve the compatibility of the sign with the architecture of the development where the sign is to be located.
- F. Gas Station Signs.
1. Monument Signs. Gas stations shall be allowed one monument sign per street frontage to identify the business and the state-mandated price identification. Each sign shall not exceed forty (40) square feet in copy area and seventy-five (75) square feet in sign area, except that up to forty-five (45) square feet in copy area may be allowed where there is joint use of a gas station with other businesses.
 2. Gas Pump Island Signs. Signs are allowed on or above the fuel pumps not to exceed a maximum aggregate surface area of four square feet per linear foot of pump island.
 3. Gas Pump Canopy (Liter Box) Signs. Letters and symbols placed on the canopy over the fuel pumps shall not exceed twenty (20) percent of the total surface area of each face of the canopy.
- G. Theater Marquees. Theater marquees shall be subject to review by the community development director.
- H. Internal Guidance Signs. Internal guidance signs may be erected to direct pedestrian or vehicular traffic within the internal circulation system of a business or residential complex. Internal guidance signs shall list one or more of the businesses or buildings on the premises and indicate the recommended route to the businesses or buildings. Such signs shall not exceed fifteen (15) feet in height. Such signs shall be oriented for viewing from within the premises, and shall not be readily visible from outside of the premises in which they are located.

Internal guidance signs located twenty (20) feet or more from the public right-of-way and less than four square feet in sign area do not require a sign permit.

I. Directory Signs.

1. Vehicular-Oriented Directory Signs. One vehicular-oriented directory sign may be required near each major entrance of a multiple-structure project. One vehicular-oriented directory sign shall be permitted near each major entrance of a multitenant, business complex. Such signs shall not exceed forty-eight (48) square feet in sign area and eight feet in height. A vehicular-oriented directory sign shall not be placed at the driveway entrance but shall be located in an easily accessible location adjacent to the driveway. Such sign may contain a list and map and accompanying legend indicating the name of the development, streets, buildings, unit numbers and fire hydrant locations within the development. Vehicle-oriented directory signs shall be oriented for viewing from within the complex and not from the street outside of the complex.
2. Pedestrian-Oriented Directory Signs. One pedestrian-oriented directory sign not to exceed ten (10) square feet in copy area shall be permitted for each multitenant building in a business or residential complex. Such sign shall list each business or residence located within the building and its address.

J. Projecting Signs. A projecting sign may be permitted in lieu of a monument sign based on a determination by the decision-making body that the physical limitations of the site make it impractical to erect a monument sign on the premises. The copy area and sign area shall not exceed the size of the monument sign.

K. Special Event Signs.

1. Special event signs are permitted subject to the following:

a. Definition. A “special promotion” means a commercial event for which the special use of special event signs which are otherwise prohibited by this chapter, are permitted with a granting of a permit by the community development department prior to such displays. No special promotion shall exceed thirty (30) days during any calendar year at any one address or location within the city;

b. The community development director shall issue permits for “special event signs” not to exceed thirty (30) days during any calendar year. The applicant for such special event signs may elect to determine how the days shall be allocated to that particular address or premises within the city. However, no more than three permits may be issued per calendar year;

- c. Applications for “special event sign” permits shall be filed with the community development department, at least five days prior to the beginning of the event; provided, however, that the community development director may exempt an applicant from the five days application prior to the beginning of an event provided the applicant files a declaration under penalty of perjury that the nature of his business activities does not permit advance knowledge by the applicant of the time of any particular “special event” and that such applicant agrees that he will not exceed the total number of thirty (30) days within any calendar year.
- d. All special event signs shall comply with the following requirements and restrictions:
- i. The applicant shall obtain any other required permits, licenses, written approvals from the city or other agencies and observe all laws concerning health and safety.
 - ii. Written approval from the property owner or authorized agent shall be submitted with the permit application.
 - iii. A copy of the approved permit application will be furnished by the community development department. This copy, and all other required permits, must be displayed in a conspicuous place on the premises throughout the duration of the event.
 - iv. Signs, advertising devices and other approved outdoor displays shall substantially conform in size and location to the site plan sketched on or attached to the permit and conform with any restrictions stated upon the permit.
 - v. Signs, advertising devices and other approved outdoor displays shall be erected or placed only on property in possession or control of the permittee. No off-site signs or displays shall be permitted.
 - vi. Within ten (10) feet of any vehicular access or five feet of any public street property line, no sign, advertising device, or other approved outdoor display shall exceed thirty (30) inches in height above street curb. No public right-of-way shall be used for locating any sign or display.
 - vii. Signs or banners shall be permitted with an area of one square foot for each lineal foot of store or building front, owned or operated by the permittee, up to a maximum of eighty (80) square feet.
 - viii. All signs, or other approved outdoor displays shall be erected and maintained in a clean, safe manner and in good repair at all times.

- ix. The community development director may impose special requirements and restrictions when unusual conditions exist at or near the proposed event location. Such restrictions shall be listed on the approved permit application and shall be adhered to throughout the duration of the event.
 - x. Search lights may be permitted concurrently with other signs as part of a special event promotion.
2. Special event signs for grand openings shall be permitted in addition to the time frames specified above, provided that no additional time shall be granted for inflatable signs.
- a. No sign shall be displayed more than thirty (30) calendar days;
 - b. The event is for the original opening of a business at a particular location, within thirty (30) days after occupancy. Existing businesses may qualify if the ownership and the name of the business are changed. A grand opening is not an annual or occasional sales promotion or the opening of a related store at another location;
 - c. The requirements of special event signs are met.
3. Inflatable Signs. Inflatables shall be allowed with a special event sign permit, provided that:
- a. Inflatables shall not be displayed for more than thirty (30) days per calendar year;
 - b. Balloons and blimps shall not exceed a maximum height of fifty (50) feet above grade;
 - c. Large (greater than forty (40) inches in diameter) balloons and blimps shall be permitted for commercial uses only;
 - d. Any size balloon or blimp may be illuminated but may not have been constructed of reflective material.
- L. Off-Site Directional Signs. Only off-site directional signs which are in conformance with this section may be erected or maintained within the city. Off-site directional signs shall only be permitted for residential subdivisions, public and quasi-public uses or facilities. The following standards shall apply to the construction and installation of off-site directional signs:
- 1. The city shall designate an organization for administration of the terms of this section, except that the organization shall have no enforcement powers

hereunder. The duties of the organization under this section include, but are not limited to, the following:

- a. Timely, equitable and nondiscriminatory processing of applications to install a directional sign on a kiosk;
 - b. Obtaining sites and approvals for kiosk locations;
 - c. Timely construction and installation of kiosks and directional signs; and
 - d. Maintenance of kiosks, kiosk sites and directional signs in a neat, clean and orderly condition.
2. The duties imposed upon the organization pursuant to this section may be exercised by a third party, subject to prior approval of such third party by the public works director.
 3. The design of kiosks and directional signs shall be prepared by the organization and submitted to the city for written approval by the public works director.
 4. Kiosks and directional signs shall conform to the following general standards:
 - a. Kiosks shall contain no more than eight directional signs per face;
 - b. No kiosk shall have more than one face, except that additional faces, not to exceed three in number, may be approved for specific locations by the planning commission;
 - c. No kiosk shall exceed nine feet in height or five feet in width;
 - d. Each directional sign shall be nine inches high and five feet long;
 - e. Directional signs may contain the following information: name of use; applicant logo; and a directional arrow;
 - f. No tag sign, streamer, device, display board, or other appurtenance may be added to or placed upon any kiosk or kiosk site, except as approved in writing by the public works director;
 - g. Kiosks will be permitted in all land use districts and on private or public property or right-of-way, subject in each case to written permission of the owner of such property or right-of-way and subject to written approval of the city. Permission of the property owner for each kiosk site shall be filed with the public works director. Approval of the city may be obtained in the following manner:

- i. By designation as an approved site by the public works director,
 - ii. For kiosks of one face, by the public works director, and
 - iii. For kiosks of two or more faces, by the planning commission, except that the public works director may give interim approval of such sites for a period of thirty (30) days or less;
- h. All liabilities, costs and expenses arising out of the siting, installation and construction of kiosks and directional signs, and out of administering the provisions of this section, other than enforcement expenses related to violations of this section, shall be borne by the organization; the organization shall enter into an agreement with the city, under which it indemnifies, defends and holds harmless the city, in such form as approved by the public works director and city attorney, and shall provide public liability insurance in the minimum amount of three hundred thousand dollars (\$300,000.00) naming the city as additional insured and in such form and with a company or companies approved by the director of public works and city attorney; and the city shall have no liability therefor.
- i. In addition to other penalties provided by law, including those set forth in this section, any directional sign erected, constructed, installed or maintained in violation of this section shall be deemed a public nuisance and may be summarily abated as such by the city.

M. Banners.

1. General Provisions.

- a. Banners shall be maintained free from deterioration, disrepair or other condition that would create a nuisance as described in Section 6.04.030(P) of this code.
- b. Banners shall be attached to buildings unless otherwise specified in this section. The banners shall be securely fastened at all four corners to the wall of the building on which it is located. The method of attachment shall prevent the banner from flapping in the wind.
- c. A banner shall not obscure windows, doors, lighting fixtures, other signs, nor shall it be displayed above the walls of the building on which it is located.

2. Promotional Advertising Banners.

- a. A “promotional advertising banner” means a banner advertising the name of a business or a product or service provided on the premises.
 - b. No promotional advertising banner shall be displayed unless authorized by permit issued by the community development department. Each may cover more than one banner. A banner permit shall be effective for as long as the business receiving the permit has a valid business license for the location. A new permit shall be required if the business moves to a new location. Banners shall be maintained in good condition and in conformance with the approved permit.
 - c. Banners shall be displayed on the wall(s) of the building space occupied by the business advertised on the banner, not to exceed one banner per wall and two banners per business. Each promotional advertising banner shall not exceed ten (10) percent of the area of the building face on which it is placed.
 - d. In the case of a business engaged in a substantially outdoor enterprise, the community development director may permit a promotional advertising banner to be placed in a location other than the wall of a building occupied by such business and of a size that would be enjoyed by a typical indoor business situated on a site of the same size.
 - e. A copy of the approved banner permit shall be displayed in a conspicuous place on the premises in full public view for as long as the permit is in effect.
 - f. A promotional advertising banner shall not be displayed in lieu of a permanent wall or canopy sign except during the first sixty (60) days of issuance of the certificate of occupancy for the business.
 - g. A promotional advertising banner shall not be displayed facing a freeway.
3. Quasi-Public Uses. One banner not to exceed sixteen (16) square feet in sign area may be displayed per street frontage in conjunction with a quasi-public use.
- N. Off-Site Real Estate Signs.
- 1. An off-site real estate sign is a sign advertising real estate that is for sale, rent, lease or exchange where the advertised property is not the same property on which the sign is located.
 - 2. No off-site real estate sign may be illuminated.
 - 3. No off-site real estate sign shall be allowed without written consent of the property owner.

4. No off-site real estate sign shall be installed in a manner that creates a hazard for vehicle or pedestrian traffic. All off-site real estate signs shall comply with the sight distance requirements for traffic safety.
5. Off-site real estate signs are prohibited within the public right-of-way.
6. No off-site real estate sign shall exceed twenty-four (24) square feet in area or eight feet in height.
7. Off-site real estate signs shall be made of weather-resistant materials, maintained in good condition and kept free of graffiti. No paper, cardboard, lightweight plastic or similar fragile material shall be used. Off-site real estate signs shall be coated with materials that allow graffiti to be removed easily.
8. The content of each off-site real estate sign shall be limited to the information identified in Section 713 of the California Civil Code: a statement that the property is for sale, lease or exchange; directions to the property; and the owner's or agent's name, address and telephone number.
9. Off-site real estate signs shall be removed within ten (10) days of the execution of the sale, lease, exchange or rental agreement for the property for which the sign is erected.
- O. Signs in the Public Right-of-Way.
 1. A Monument Sign that is otherwise permissible pursuant to Section 9.12.060(B)(1) of this chapter and located in the public-right-of-way may be permitted in the following circumstances:
 - a. The sign is located within a public right-of-way controlled by the city of Moreno Valley;
 - b. The sign is located along Sunnymead Boulevard between Frederick Street and Perris Boulevard;
 - c. There is no practicable location on private property to locate the sign;
 - d. The sign design and location do not obstruct or impede any utility, utility access, pedestrian walkways or pedestrian or vehicle sight lines;
 - e. The sign design and location are not located over or upon any other easement without written authorization for such from the owner of the easement;
 - f. An encroachment permit is obtained, all fees paid, and all required insurance and other requirements are kept current and valid;

- g. A sign permit is obtained in accordance with this chapter.
2. In order to apply for a permit for a sign in the public right-of-way pursuant to this section, an application must first be made for an encroachment permit and all criteria for such encroachment permit must be met.
3. In the event that any of the requirements or terms of the encroachment permit are not met or are not continually maintained in accordance with the encroachment permit, any sign permit shall become void and such sign shall become a public nuisance and may be removed by the city at any time at the sign owner's expense.
4. Any such sign in the public right-of-way shall be immediately removed from the public right-of-way upon request by the city for any public purpose and shall not be entitled to any compensation.

Permitted Uses Table 9.02.020-1

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones			
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUI (8,10,11)	NC	CC	VC	OC	O	P	I	LI	BP	BPX

Adult Businesses																	A		A	A		A	A	A	A	
Agricultural Uses—Crops Only	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Agricultural (involving structures)																						X				
Aircraft Landing Facilities																	C		C	C	C	C				
Ambulance Service																	◆				◆	X	X	X	X	
Amusement Parks, Fairgrounds																	◆					X				
Animal Raising (see Section 9.09.090 of this title)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Appliance and Electronic Repair Shops												X	X	X	X	X						X	X		X	
Arcades, Video Machines																◆	X	◆								
Athletic Clubs, Gymnasiums and Spas												X	X	X	X	X			X			X	X	X	X	
Auction Houses																	X								X	
Auditoriums												◆	◆	◆			◆	◆	◆	◆	◆	◆	◆	◆	◆	
Auto Electronic Accessories and Installation																	X					X	X		X	
Automobile Fleet Storage																						X	X			
Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle																	◆					X	X			

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones					Industrial Zones				OS
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUI (8,10,11)	NC	CC	VC	OC	O	P	I	LI	BP	

and Boat Sales and Incidental Minor Repairs and Accessory Installations																											
Auto Service Stations Accessory uses include convenience store and car wash Minor repairs to include auto/boat/motorcycle/RV (excludes major repair, paint, body work)																♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	
Automotive, Boat, Motorcycle and RV Repair—Minor (includes brake, muffler and tire installation and repair)																♦	X						X	X		X	
Automotive Paint and Body Repair—Major Engine Overhaul																	♦						X				
Auto Rentals																	X							X	X	X	
Auto Supply Stores												X	X	X	X	X	X						X	X		X	
Bakery Shops												X	X	X	X	X	X									X	
Bakery—Commercial																						X					
Banks—Financial Institutions												X	X	X	X	X	X	X	X	X					X	X	
Barber and Beauty Colleges												X	X	X	X	X			X	X				X	X		

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Bars (Drinking Establishments)																											
Bars													◆	◆	◆	◆	◆	◆									
Bars, with Limited Live Entertainment													◆	◆	◆	◆	◆	◆									
Boat Sales New and Used Including Repairs and Accessory Installation																	◆						X				
Boarding and Rooming Houses									X	X	X	X	X	X													
Bowling Alley													◆	◆	◆	X	X										
Building Material Sales With outdoor storage																	◆						X	X			
Building Material Storage Yards																						X					
Bus, Rail and Taxi Stations															◆		◆										
Business Equipment Sales (includes repairs)													X	X	X	X	X	X	X							X	
Business Schools													X	X	X	X	X	X	X	X				X	X	X	X
Business Supply Stores													X	X	X	X	X	X	X				X	X	X	X	X
Cabinet Shop																							X	X	X	X	X
Caretakers Residence ¹																	◆	◆	C	◆	◆	◆	◆	◆	◆	◆	◆
Car Wash																X	X						X				
Accessory to auto related use																◆	◆						X				
Catering Service													X	X	X	X	X	X							X	X	
Cemetery (Human or Pet) With or Without	C	C	C	C	C	C	C	C	C	C	C	C															

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Accessory Mortuary and Cremation Services (Minimum 10-acre site required)																											
Churches ²	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	C	♦	♦	♦	♦	♦	♦	♦	♦	
Clubs								♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦						C
Commercial Radio or Television Stations																											
With on-site antenna																	♦						♦	♦	♦	♦	
Without on-site antenna																	X						X	X	X	X	
Communications Facilities (See Section 9.09.040 of this title)																											
Computer Sales and Repairs													X	X	X	X	X		X				X	X	X	X	
Contractors Storage Yard																							X				
Convalescent Homes/Assisted Living							C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦						
Convenience Stores																											
With drive-through																X	X										
Without drive-through													X	X	X	X	X										
With alcohol sales													♦	♦	♦	♦	♦										
Convention Hall, Trade Show, Exhibit Building with Incidental Food Services															C		♦		♦		♦				♦	♦	
Copy Shops													X	X	X	X	X	X	X	X			X	X	X	X	
Country Club	C	C	C	C	C	C	C	C	C	C	C	C															
Dancing, Art, Music and													X	X	X	X	X	X	X	X			X	X	X		

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Similar Schools																											
Day Care Centers	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	C
Delicatessens													X	X	X	X	X	X	X					X	X	X	
Diaper Supply Service																							X				
Laundry with fleet storage																							X				
Disposal company																							X				
Drapery Shops													X	X	X	X	X	X									
Dressmaking Shops													X	X	X	X	X	X									
Driving School													X	X	X	X	X		X	X				X	X	X	
Drug Stores													X	X	X	X	X	X									
Dry Cleaning or Laundry																											
a. Dry Cleaning													X	X	X	X	X	X	X							X	
b. Laundromat													X	X	X	X	X	X									
c. Laundry Commercial																							X	X			
Emergency Shelters ¹⁴																						X	C			C	
Equestrian Centers, Riding Academies, Commercial Stables (including incidental sales of feed and tack)	C	C	C	C													♦									C	
Exterminators																			C				X	X	X	X	
Farm Worker Housing									X	X	X	X															
Feed and Grain Stores																X	X	X									
Fire and Police Stations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Floor Covering Stores (may include incidental repairs with installation service)													X	X	X	X	X						X				
Fraternity/Sorority									C	C	C	C	C														

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Frozen Food Locker																						X	X				
Gasoline Dispensing - Non-retail accessory to an auto-related use																	X						X	X	X	X	
Glass Shops and Glass Studios—Stained, etc.																X	X						X	X		X	
Golf Courses or Golf Driving Ranges with Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C	C															◆
Handicapped Housing								X	X	X	X	X	X	X													
Heavy Equipment Sales and Rentals																	X							X	X		
Hospitals																	◆		◆		◆	◆			C	C	C
Hotels																											
a. With 20% or less of the units containing kitchens													X	X	X		X		C					X	X	X	
b. With over 20% of the units containing kitchens													C	C	C		C		C					C	C	C	
Ice Cream Stores—Including Yogurt Sales													X	X	X	X	X	X	X							X	
Impound Yards																							X				
Jewelry Stores													X	X	X	X	X	X									
Kennel and Catteries	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		◆	◆	◆	◆	◆	C			
Laboratories (medical and dental)													X	X	X	X	X		X	X			X	X	X	X	
Libraries	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X	X	

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Liquor Stores													♦	♦		♦	♦											
Live/Work Unit (12)													X	X	X								X	X	X	X		
Locksmith Shops													X	X	X	X	X	X					X	X	X	X		
Lodge Halls and Similar Facilities													♦	♦	♦	♦	♦		♦							♦	♦	
Lumberyards																		X					X					
Mail Order House																	X						X	X	X	X		
Manufacturing and Assembly																												
a. Custom and light manufacturing indoor uses only (50,000 square feet or less), with light truck traffic, on-site and wholesaling of goods produced																							X	X	X	X		
b. Custom and light manufacturing indoor uses only (more than 50,000 square feet), with light truck traffic, on-site and wholesaling of goods produced																							X	X				
c. General manufacturing with frequent truck traffic and/or outdoor equipment or storage																							X	X				
d. Retail sales of goods produced or																							X	X	X	X		

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warehoused on-site ³																										
Medical Clinics/Medical Care																										
Inpatient care													X	X	X	X	X		X	X		X	X	X	X	
Urgent care													X	X	X	X	X		X	X						
Medical device services and sales (retail), including, but not limited to, fittings for and sale of prosthetic and orthotic devices															X	X	X		X							
Medical equipment supply, including retail sales for in-home medical care, such as wheelchairs, walkers, and respiratory equipment															X	X	X		X							
Mobile Home Parks	C	C	C	C	C	C	C	C	C	C	C	C														
Mobile Home Sales or Rentals (outdoor display)																	C									
Mortuaries																										
With cremation services																							X	X		
No cremation services			C	C	C	C	C	C	C	C	C	C			♦	♦	♦						X	X		
Museums	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Newspaper and Printing Shops													X	X	X	X	X					X	X	X	X	
Nightclubs														C	C		C									
Nursery, (Plant),	X	X	X	X																		X	X			X

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	Residential Zones												Mixed Use Overlay			Commercial & Office Zones						Industrial Zones			
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN (9,11)	MUC (9,11)	MUI (8,10,11)	NC	CC	VC	OC	O	P	I	LI	BP	BPX

Wholesale and Distribution																										
Offices (administrative and professional)													X	X	X	X	X	X	X	X			X	X	X	
Open Air Theaters															C						C					C
Orphanages	C	C	C	C	C	C	C	C	C	C	C															
Painting Contractor																						X	X			
Parcel Delivery Terminals																						X	X	X	X	
Parking Lot															C	C	X	X	C					X		
Parks and Recreation Facilities (public)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Personal Services (e.g., nail salons, spa facilities ¹⁵ , barber and beauty shops, and tattoo parlors)													X	X	X	X	X	X							X	
Pharmacy ⁴													X	X	X	X	X	X							X	
Photo Studios													X	X	X	X	X	X							X	
Plumbing Shops																	X									X
Plumbing Supply Stores for Contractors																							X	X	X	
Pool Hall														♦		♦	♦									
Postal Services													X	X	X	X	X	X					X	X	X	
Pottery Sales with Outdoor Sales													X	X	X	X	X					X			X	
Public Administration, Buildings and Civic Centers													X	X	X	X	X	X	X	X	X	X	X	X	X	
Public Utility Stations,	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	X	X	♦	♦	C

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Yards, Wells and Similar Facilities, Excluding Offices																										
Racetracks																					C					
Record Store													X	X	X	X	X	X								
Recording Studio													X	X	X	X	X	X	X				X	X	X	X
Recreational Facilities (Private) such as Tennis Club, Polo Club, with Limited Associated Incidental Uses	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦	♦								
Recycling, Large Collection Facility ⁵																	♦					X	X			
Recycling, Small Collection Facility													X	X	X	X	X	X								
Recycling Processing Centers																						X	X	X	X	
Refreshment Stands													X	X	X	X	X	X	X	X	X	X	X	X	X	
Rental Service																										
Within an enclosed structure (furniture, office, party supplies)													X	X	X	X	X	X					X	X	X	X
With outdoor storage and display (vehicles, equipment, etc.)																	♦	♦					X	X		
Research and Development													X	X	X					X	X		X	X	X	X
Residential																										
Single-Family	X	X	X	X	X	X	X	X																		
Multiple-Family									X	X	X	X	X	X	X											

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Manufactured home park (see mobile home parks)																										
Residential Care Facility (for seven or more persons)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	X											
Restaurants (Eating and Drinking Establishments)																										
Without entertainment													X	X	X	X	X	X	X							X
With Limited Live entertainment													X	X	X	X	X	X	X							
With alcoholic beverage sales													X	X	X	X	X	X	X						X	
With outdoor seating ¹³													X	X	X	X	X	X	X						X	
Restaurants (fast-food)																										
With drive-through																♦	♦									♦
Without drive-through													X	X	X	X	X								X	
Retails Sales													X	X	X	X	X	X								
Support Retail Sales													X	X	X				X						X	
Sandwich Shops ⁶													X	X	X	X	X	X	X	X ⁶						
Schools, Private	C	C	C	C	C	C	C	C	C	C	C	C	♦	♦	♦	♦	♦			♦	♦			♦	♦	
Senior Housing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				X	X						
Shoe Shine Stands													X	X	X	X	X		X	X				X	X	
Shoe Repair Shop													X	X	X	X	X	X								
Sign Shop													X	X	X	X	X	X				X	X	X	X	
Single room occupancy (SRO) facility												C	C	C	C		X									
Skating Rinks													X				X									

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Stationery Stores													X	X	X	X	X	X	X					X	X	
Statue Shop -Outdoor display																	♦						X	X		
Storage Lots and Mini-Warehouses																										
Indoor																							X			
Outdoor																							X			
Swim Schools/Center with Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C	C					X									
Taxidermist																	X						X	X		
Theaters (excludes open air)													X	X	X	X	X	X								
Tire Recapping																							X			
Trade and Vocational Schools													X	X	X		X		X	X				X	X	X
Transfer, Moving and Storage Facilities																							X	X		
Truck Wash																							X	X		
Upholstery Shops																	X						X	X		X
Vehicle Storage Yards																										
Indoor																	X						X	X		
Outdoor																	C						X	X		
Vending Machine Service and Repair																							X	X	X	X
Veterinarian (including animal hospital)																										
All activities within an enclosed structure													X	X	X	X	X								X	X
With outdoor activities																	♦								♦	♦

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Weight Reduction Center												X	X	X	X	X	X	X									
Wholesale, Storage, and Distribution																											
All activities indoors (50,000 square feet or less)																						X	X	X	X		
All activities indoors (more than 50,000 square feet)																						X	X				
All activities outdoors																						X					
Retail sale of goods warehoused on-site ⁷																						X	X	X			
Wrecking Yard																											

- Notes:
- (1) Do not consider residential use per distance requirement.
 - (2) The administrative plot plan process may be used to establish these uses in an existing building within any commercial or industrial zone, even if the project is located adjacent to residential uses or zones.
 - (3) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
 - (4) Permitted in the OC and VOR districts only as a support medical office facility.
 - (5) Large collection facilities may be established within an existing building through the “tenant improvement” process if such building or tenant space occupied by the use is not located adjacent to a residential use or zone.
 - (6) Sandwich shops shall not have cooking hoods, nor shall they exceed five percent of the gross floor area of the complex where they are located.
 - (7) Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).
 - (8) In the MUI district, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 300 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.
 - (9) In the MUC and MUN districts, mixed use (commercial uses on first floor with office uses or residential uses on upper floors) are (a) required to on lots at street intersections and within 150 feet in any direction from a street intersection, as measured from the corner formed by the lot’s property lines, and (b) are allowed, but not required on the other lots.

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(10) See Section 9.07.40 (Medical Use Overlay District)
 (11) See Section 9.09.260 (Mixed Use Development)
 (12) See Section 9.09.250 (Live-Work Development)
 (13) See Section 9.09.270 (Outdoor Dining)
 (14) Use is also permitted in the Moreno Valley Industrial Area Plan (SP 208)
 (15) For Spa Facilities refer to Title 11, Chapter 11.96 of the Municipal Code.

Zoning District Key

HR	Hillside Residential District	MU	Mixed Use Overlay District
RR	Rural Residential District	MUN	Mixed-Use Neighborhood Overlay District
R1	Residential 1 District (40,000 square feet minimum lot size)	MUC	Mixed-Use Community Overlay District
RA2	Residential Agriculture 2 (20,000 square feet minimum lot size)	MUI	Mixed-Use Institutional Anchor Overlay District
R2	Residential 2 District (20,000 square feet minimum lot size)	NC	Neighborhood Commercial District
R3	Residential 3 District (10,000 square feet minimum lot size)	CC	Community Commercial District
R5	Residential 5 District (7,200 square feet minimum lot size)	VC	Village Commercial District
RS10	Residential Single-Family 10 District (4,500 square feet minimum lot size)	OC	Office Commercial District
R10	Residential 10 District (Up to 10 Dwelling Units per net acre)	O	Office District
R15	Residential 15 District (Up to 15 Dwelling Units per net acre)	P	Public District
R20	Residential 20 District (Up to 20 Dwelling Units per net acre)	I	Industrial District
R30	Residential 30 District (Up to 30 Dwelling Units per net acre)	LI	Light Industrial
		BP	Business Park District
		BPX	Business Park-Mixed Use District
		OS	Open Space District

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	Residential Zones											Mixed Use Overlay			Commercial & Office Zones					Industrial Zones						
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**Table 9.11.040A-12
Off-Street Parking Requirements**

Use	Requirement	Covered Parking	Notes
Residential Uses			
Single-family	2/unit	Within an enclosed garage	
Second units	1/bedroom		The second dwelling unit shall provide a minimum of one parking space per bedroom in addition to the parking required for the main dwelling without blocking any required parking (no tandem parking)
Duplex	2/unit	Within an enclosed garage	
3 or more units:			Guest parking is required for all units at "0.25 spaces/unit". Guest parking is included in the minimum required parking standard.
Studio	1.25/unit	1 covered/unit	
1 bedroom	1.5/unit	1 covered/unit	
2 bedrooms	2.0/unit	1 covered/unit	
3+ bedrooms	2.5/unit	2 covered/unit	
Senior housing:	1.0/unit	1 covered/unit	Guest parking is required for all units at "0.25 spaces/unit". Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Studio	1.25/unit	1 covered/unit	
1 bedroom	1.5/unit	1 covered/unit	
+ bedrooms			
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		
Live-work units (residential component)	2/unit	2 covered/unit	Guest parking is required for all units at "0.25 spaces/unit". Guest parking is NOT included in the minimum required parking standard and can be shared with the business aspect of the "live-work" parking standard.
Residential component of mixed-use project	See multiple-family requirements in this table	See multiple-family requirements in this table	Guest parking is required for all units at "0.25 spaces/unit". Guest parking is included in the minimum required parking standard and may be shared with the nonresidential component. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.

**Table 9.11.040B-12
Off-Street Parking Requirements**

Commercial Uses	Requirement	Notes
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public. 2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like).
Automobile washing and waxing establishments: Self-serve Automated	2 spaces + 2/washing stall 10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand-alone use. No additional parking required if outdoor dining area comprises no more than 15% of the interior gross floor area of the primary food service use; if outdoor dining area is over 15%, 1 space for every 60 sq. ft. or 1 space for every 3 seats, whichever is greater.
Eating and drinking establishments within shopping centers of 25,000 sq. ft. of building area or greater.	1/225 sq. ft. of gross floor area up to 15% of the shopping center gross building square footage.	
Hotel/Motel	1/guest room	For facilities with 100+ parking spaces, two 12'x36' through stalls for RV parking are required. These stalls may be counted as 4 auto parking stalls.
Kennels	2 spaces per 1,000 sq. ft.	2 spaces "per 1,000 sq.ft." of indoor animal enclosure.
Veterinary Hospital and Clinic	1/200 sq.ft. of gross floor area	
Mortuaries	¼ seats + funeral procession queue capacity for 5 cars	
Nail Salons	1 space for every 2 work stations	

Schools, private:		
Business and Trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	
Elementary/Junior High	10 spaces + 2/classroom	
Senior High	10 spaces + 10/classroom	
Storage Lots and Mini-Warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum
Medical and Health Services:		
Convalescent and Nursing Homes	1/3 beds	
Homeless Shelter	1/4 beds	
Hospitals	1/ bed	
Residential Care Facilities	(see Residential Uses, Section 9.11.040 Table 9.11.040A 12	
Recreation:		
Arcades	1/75 sq.ft. of gross floor area	
Bowling and Billiards	5/alley + 2/billiard table	
Commercial Stables	1/5 horse capacity for boarding onsite	
Golf Course	6/hole	
Golf Driving Range	1/tee	
Golf, miniature	3/hole	
Health Club	1/100 sq.ft. of gross floor area	
Parks-Public and Private	To be determined by the approval authority based upon an approved parking study.	
Skating Rink	1/100 sq.ft. of gross floor area	
Tennis, Handball and Racquetball facilities	3/court	
Theaters	1/3 fixed seats	

**Table 9.11.040C-12
Off-Street Parking Requirements**

Use	Requirement	Notes
Industrial Uses		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

**Table 9.11.040D-12
Off-Street Parking Requirements**

Use	Requirement	Notes
Public and Quasi-Public Uses		
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	