



AGENDA
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

February 6, 2018

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

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.

Victoria Baca, Mayor Pro Tem
David Marquez, Council Member

Dr. Yxstian A. Gutierrez, Mayor

Jeffrey J. Giba, Council Member
Ulises Cabrera, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
February 6, 2018

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Business Spotlight
2. 2935: Employee of the Quarter - Fourth Quarter 2017, Joseph Huhn, Facilities Maintenance Supervisor

**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
FEBRUARY 6, 2018**

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

Dale Lacquement, Senior Pastor of Faith Southern Baptist Church

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 - STUDY SESSION - DEC 12, 2017 6:00 PM

Recommendation: Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - REGULAR MEETING - DEC 19, 2017 6:00 PM

Recommendation: Approve as submitted.

- A.4. MINUTES - CITY COUNCIL - CLOSED SESSION - JAN 16, 2018 4:30 PM

Recommendation: Approve as submitted.

- A.5. MINUTES - CITY COUNCIL - REGULAR MEETING - JAN 16, 2018 6:00 PM

Recommendation: Approve as submitted.

- A.6. MAYORAL APPOINTMENTS FOR THE ACCESSIBILITY APPEALS BOARD, LIBRARY COMMISSION, TRAFFIC SAFETY COMMISSION AND PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE (Report of: City Clerk)

Recommendation:

1. Receive and confirm the slate of Mayoral appointments as follows:

Accessibility Appeals Board

<u>Name</u>	<u>Position</u>	<u>Term</u>
Brian Mcmillian	Const. Rep.	02/07/2018 to 06/30/2020

Library Commission

<u>Name</u>	<u>Position</u>	<u>Term</u>
Brian Mcmillian	Member	02/07/2018 to 6/30/2020

Traffic Safety Commission

<u>Name</u>	<u>Position</u>	<u>Term</u>
Zainab Alkhamaisi	MVUSD PTA Rep.	02/07/2018 to 06/30/2019

Parks, Community Services and Trails Committee

<u>Name</u>	<u>Position</u>	<u>Term</u>
Yahir Oseguera	Teen Member	02/07/2018 to 06/30/2020

A.7. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

A.8. PAYMENT REGISTER - NOVEMBER 2017 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.9. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2017 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended December 31, 2017, in compliance with the City's Investment Policy.

A.10. AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS (Report of: Financial & Management Services)

Recommendations:

1. Authorize the City Manager or his designee to contract with Stanley Convergent Security Solutions, Inc. for the installation and monitoring of security alarm systems at (7) fire station locations in an amount not to exceed \$84,404.
2. Authorize the City Manager or his designee to contract with Hitachi Data Systems for the purchase of equipment and professional services related to the installation of camera systems at the (7) fire station locations in an amount not to exceed \$257,383.24.

3. Authorize the budget adjustments listed in the Fiscal Impact section to transfer funding for this project from the General Fund unassigned fund balance to the Facilities Maintenance Fund operating accounts.
4. Authorize the City Manager or his designee to execute any subsequent related change orders to the contract with Stanley Convergent Security Solutions, Inc. up to, but not exceeding, a 10% contingency amount of \$8,440
5. Authorize the City Manager or his designee to execute any subsequent related change orders to the contract with Hitachi Data Systems up to, but not exceeding, a 10% contingency amount of \$25,738.32

A.11. TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL TOWER AT JOHN F. KENNEDY VETERANS MEMORIAL PARK (Report of: Parks & Community Services)

Recommendation:

1. Authorize the Mayor to execute an Agreement for a new Telecommunications License Agreement with New Cingular Wireless PCS, LLC, on the property known as John F. Kennedy Veterans Memorial Park; New Cingular Wireless PCS, LLC site number CLV5638.

A.12. APPROVE THE FOURTH AMENDMENT TO AGREEMENT WITH MICHAEL BAKER INTERNATIONAL INC. FOR THE STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS PROJECT NO. 801 0052 (Report of: Public Works)

Recommendations:

1. Approve the Fourth Amendment to Agreement for Professional Consultant Services with Michael Baker International Inc. (formerly RBF Consulting) to provide additional Project Approval and Environmental Documentation (PA/ED) services for the State Route 60/Theodore Street Interchange Improvements project for \$1,030,027.36.
2. Authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Michael Baker International Inc.
3. Authorize a Change Order to increase the Purchase Order with Michael Baker International Inc. for the amount of \$1,030,027.36 when the Fourth Amendment has been signed by all parties.

4. Authorize the Chief Financial Officer to appropriate \$1,018,681.00 from the DIF - Interchange Improvement Fund (Fund 2911) to the DIF Interchange Improvement Capital Projects Fund (Fund 3311) for the State Route 60/Theodore Street Interchange Improvements project as set forth in the fiscal impact section of this report.

A.13. PARTICIPATION IN EASTERN MUNICIPAL WATER DISTRICT'S RECYCLED WATER RETROFIT PROGRAM (Report of: Public Works)

Recommendations:

1. Authorize Participation in Eastern Municipal Water District's (EMWD) Recycled Water Retrofit Program.
2. Authorize the City Manager to execute the necessary documents to participate in EMWD's Recycled Water Retrofit Program, in substantially the form as attached hereto, subject to the approval of the City Attorney.
3. Authorize the City Manager to approve participation in future recycled water projects identified by EMWD, which provide several incentives based on the attached Program Guidelines and do not require any expenditures in excess of revenues received from EMWD.
4. Future projects authorized by the City Manager will be presented to the City Council for ratification through the quarterly budget reporting provided by the Financial & Management Services Department.
5. Approve the budget adjustments as set forth in the Fiscal Impact section for the Nason St. project described in this report.

A.14. TRACT 22709-1 - ADOPT RESOLUTION NO. 2018-XX ACCEPTING MAINTENANCE EASEMENTS FF, GG, AND II OF TRACT MAP 22709-1 (Report of: Public Works)

Recommendations:

1. Adopt Resolution 2018-XX. A Resolution of the City Council of the City of Moreno Valley, California, Accepting Maintenance Easements for Lots FF, GG, and II of Tract Map 22709-1.
2. Direct the City Clerk to certify the acceptance of said easements and cause said certification to be recorded in the Office of the Recorder of the County of Riverside together with said Resolution.

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 - STUDY SESSION OF DEC 12, 2017 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - REGULAR MEETING OF DEC 19, 2017 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- B.4. MINUTES - CLOSED SESSION OF JAN 16, 2018 4:30 PM (See A.4)

Recommendation: Approve as submitted.

- B.5. MINUTES - REGULAR MEETING OF JAN 16, 2018 6:00 PM (See A.5)

Recommendation: Approve as submitted.

- B.6. APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC. TO PROVIDE LANDSCAPE MAINTENANCE AT CITY FACILITIES AND AQUEDUCT LANDSCAPING (Report of: Parks & Community Services)

Recommendations: That the CSD:

1. Approve the Amendment to the existing Agreement with Mariposa Landscapes, Inc., Irwindale, CA to provide landscape maintenance at City Facilities and Aqueduct Landscaping.
2. Authorize the City Manager to execute the Amendment to the Agreement for Professional Services with Mariposa Landscapes, Inc. and issuance of the Purchase Order for service beginning once the Amendment has been fully executed.
3. Authorize the City Manager or his designee to execute any subsequent related purchase order to the contract up to, but not exceeding \$10,000.00.

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 - STUDY SESSION OF DEC 12, 2017 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - REGULAR MEETING OF DEC 19, 2017 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- C.4. MINUTES - CLOSED SESSION OF JAN 16, 2018 4:30 PM (See A.4)

Recommendation: Approve as submitted.

- C.5. MINUTES - REGULAR MEETING OF JAN 16, 2018 6:00 PM (See A.5)

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 - STUDY SESSION OF DEC 12, 2017 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - REGULAR MEETING OF DEC 19, 2017 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- D.4. MINUTES - CLOSED SESSION OF JAN 16, 2018 4:30 PM (See A.4)

Recommendation: Approve as submitted.

- D.5. MINUTES - REGULAR MEETING OF JAN 16, 2018 6:00 PM (See A.5)

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. PUBLIC HEARING FOR FOUR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDINGS (Report of: Public Works)

Recommendations: That the City Council:

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceedings for the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate to be applied to the property tax bill(s).
2. Direct the City Clerk to count the returned NPDES ballots.
3. Verify and accept the results of the mail ballot proceedings as maintained by the City Clerk on the Official Tally Sheet.
4. Receive and file the Official Tally Sheet with the City Clerk's office.
5. If approved, set the rate and impose the NPDES maximum commercial/industrial regulatory rate to the Assessor's Parcel Numbers mentioned in this report.

E.2. THE DECLASSIFICATION OF LANDMARK STATUS OF THEODORE STREET FROM NORTH STATE HIGHWAY ROUTE 60, SOUTH TO CACTUS AVENUE AND RENAMING OF THAT SEGMENT. (Report of: Community Development)

Recommendations: That the City Council:

1. Certify that the proposed declassification of landmark status and renaming of Theodore Street (PEN18-0006) from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) has been determined to not be a "project" as defined under State California Environmental Quality Act Guidelines Section 15061(b)(3), and therefore qualifies for a General Rule "Common Sense" Exemption; and

2. Approve Resolution No. 2018-XX: A Resolution of the City Council of the City of Moreno Valley, California, approving the declassification of landmark status for the name Theodore Street (PEN18-0006) for that portion of the arterial from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) and approving the name change to World Logistics Center Parkway.
3. Direct staff to implement the name change in a cost effective manner.

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

G. GENERAL BUSINESS

- G.1. CONSIDERATION OF ORDINANCE --- REAUTHORIZING PEG FEES FOR THE STATE CABLE FRANCHISEES (Report of: City Attorney)

Recommendation that the City Council:

Introduce and conduct the first reading of Ordinance --- to reauthorize PEG fees for cable providers operating in the City under the State franchise and agendize for second reading and adoption at the next regularly scheduled meeting.

H. REPORTS

- H.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)

H.2. CITY MANAGER'S REPORT
(Informational Oral Presentation - not for Council action)

H.3. CITY ATTORNEY'S REPORT
(Informational Oral Presentation - not for Council action)

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.

ADJOURNMENT

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.

CERTIFICATION

I, Pat Jacquez-Nares, 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

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: February 1, 2018

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: February 6, 2018

TITLE: BUSINESS SPOTLIGHT

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

None

APPROVALS

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: February 6, 2018

TITLE: EMPLOYEE OF THE QUARTER - FOURTH QUARTER
2017, JOSEPH HUHN, FACILITIES MAINTENANCE
SUPERVISOR

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

None

APPROVALS

**MINUTES
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**

**STUDY SESSION – 6:00 PM
December 12, 2017**

CALL TO ORDER

The Study Session 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 6:03 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

Mayor Gutierrez announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Gutierrez.

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Victoria Baca	Mayor Pro Tem
	Ulises Cabrera	Council Member

INTRODUCTIONS

Staff:	Michelle Dawson	City Manager
	Martin Koczanowicz	City Attorney
	Pat Jacquez-Nares	City Clerk
	Marshall Eyerman	Chief Financial Officer
	Thomas M. DeSantis	Assistant City Manager
	Allen Brock	Community Development Director
	Chief of Police	Chief Kurylowicz for Chief Ontiveros

Minutes Acceptance: Minutes of Dec 12, 2017 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY – NONE

A. BUSINESS

A.1. Power Point Presentation on Food Trucks (Report of: Community Development)

Allen Brock, Community Development Director introduced Richard Sandzimier, Planning Official who presented the PowerPoint Presentation for this item.

A food truck has five different type designations classifications of carts or trucks which include:

- Wheeled cart
- Produce vehicles/push carts
- Ice cream carts
- Food stands of non-packaged or packed food
- Mobile food preparation truck

Compliance checks are conducted by the County and environmental permits are issued by the County. The Business License Unit of the City checks for compliance standards such as construction of vehicle or unit, sanitation and cleared for food borne illnesses and compliance with California Health and Safety Code. Vendors must obtain a Commissary Agreement for unit and food storage and refrigeration is required prior to receiving a business license permit. A route map is also required from the vendor and the City's mobile vending provisions must be adhered to.

Mayor Gutierrez requested clarification on past provisions for food trucks at public locations such as parks. Brooke McKinney, Treasurer Operations Division Manager confirmed that commercial vending is not allowed at public parks. Mayor Gutierrez requested a future amendment to the ordinance allowing for Food Trucks at public locations to generate revenue.

Council Member Cabrera requested info on the revenue and sales tax being allocated to the City of Moreno Valley. Staff will look into a resolution to allow for the City to benefit from the revenue.

Council Member Cabrera requested the staff work to coordinate a Food Truck Festival possibly partnering with the mall as a venue host.

Mayor Gutierrez recapped the following:

- Allow food trucks in public places
- Look at legal background check
- Increasing number of days for temporary use permits annually to possibly doubling 18 days to 36 days
- Bring a Food Truck Festival to Moreno Valley for one day in 2018

- Food Trucks cannot conduct business in City plazas unless allowed by plaza owner
- Recap to be provided to Council in March or April 2018.

A.2. Homeless Presentation (Report of: Financial & Management Services) ‘
Marshall Eyerman, Chief Financial Officer/City Treasurer provided the PowerPoint Presentation for this item.

Update of last year's study session item on the homeless, factors of homeless count and programs in the City and some of the new programs in place based on City Council direction.

County of Riverside conducted the once a year a Point in Time Count of homeless individuals. There are 73 homeless individuals in the City for 2017 with a population of 206,000.

Services provided consist of aid from the City, State and Federal.

Some of City resources include pocket guides of local resources, a City-wide collation which created a Resource Directory and myMoVal website created to look for resources where non-profits post events and volunteer opportunities. Just Serve website is a main volunteer website. At Council direction, Adopt-a-Neighborhood was created. Within the last year, the Homeless to Work Program began on December 11th. This program allows for the homeless individuals to be picked up by a Salvation Army driver and brings in the homeless for an intake assessment and connects those individuals with either City or County resources to acquire a Driver's License, Identification and Social Security cards. Waste Management is providing sponsorship and resource tools and clean up in the CDBG areas and work opportunities such as bell ringers during the holiday season. The Salvation Army provides Adult Rehabilitation and teaches the business side of the Salvation Army operations.

January 23, 2018 will be the next Point in Time Count by Riverside County. The event will be hosted at the Cottonwood Golf Course.

Council Member Cabrera requested further information on shelter for the homeless. CFO Eyerman stated that there are numerous resources that provide shelter such as the Salvation Army with motel vouchers.

Mayor Gutierrez requested staff to embrace the Adopt-a-Neighborhood Program.

A.3. CITY COUNCIL REQUESTS AND COMMUNICATIONS

Council Member Cabrera requested that staff set up at least two Art Walks in Moreno Valley. Many in the community are advocating for Art Walks. Possible venues would include the mall, CRC or art studios in Moreno Valley with the City being the lead host agency.

Mayor Pro Tem Baca would like an update on December 19th for the Jazz Festival to be held on May 5, 2018.

(ITEMS MAY BE DEFERRED BY COUNCIL IF TIME DOES NOT PERMIT FULL REVIEW.)

ADJOURNMENT

There being no further business the Regular Meeting was adjourned in Memory of the individuals; businesses and homes lost in the Houston Harvey storm devastation at 7:20 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA, 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

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
December 19, 2017

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Earl Williams
2. Presentation of a Commendation to Frank Wright
3. Special Recognition of Police Chief Joel Ontiveros

Carolyn Brodeur honored and recognized Chief Ontiveros.

**MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
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MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING – 6:00 PM
December 19, 2017**

CALL TO ORDER

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 6:14 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright.

INVOCATION

Pastor Pete Perez, Purpose of Heart Ministries

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Victoria Baca	Mayor Pro Tem
	Ulises Cabrera	Council Member
	Jeffrey J. Giba	Council Member

Absent:	David Marquez	Council Member
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INTRODUCTIONS

Staff:	Regina Flores	Deputy City Clerk
	Pat Jacquez-Nares	City Clerk
	Angel Migao	Executive Assistant to Mayor and City Council
	Marshall Eyerman	Chief Financial Officer/City Treasurer
	Martin Koczanowicz	City Attorney
	Tom DeSantis	City Manager

Minutes Acceptance: Minutes of Dec 19, 2017 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Mike Lee
 Allen Brock
 David Kurylowicz
 Abdul Ahmad
 Kathleen Sanchez
 Mel Alonzo
 Michael Wolfe

Economic Development Director
 Community Development Director
 Chief of Police
 Fire Chief
 Human Resources Director
 Parks and Community Services Director
 Public Works Director/City Engineer

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

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

Jorge Quintero

1. Congratulated Frank Wright on his commendation.
2. Commended the City Council for the lighting of the "M".
3. Welcomed the new Chief of Police.
4. Thanked Chief Ontiveros for his service to the City.
5. Grateful to Council Member Cabrera for visiting the high schools.
6. Asked that Council Member Cabrera review Measure M expenditures as he feels there is a lack of transparency.

Daryl Terrell

1. Encouraged Residents to summon their spirit and defy the odds.

Tom Jerele Sr.

1. Appreciated the Council's recognition of the three individuals during Special Presentations.
2. Welcomed Chief Kurylowicz, City Manager DeSantis, Public Works Director Michael Wolfe, and Parks & Community Services Director Mel Alonzo.
3. Praised Chief Ontiveros.

Martin Cabrera

1. Acknowledged City Council and City Staff for the work they've done.
2. Relayed his opposition to item G.1.

Rafael Brugueras

1. Wished everyone a Merry Christmas.
2. Sad to hear departure of City Manager Dawson.
3. Welcomed City Manager DeSantis.
4. Reminded everyone of the opening of the satellite library on December 21st.
5. Asked that the public keep the victims of the fires in their prayers.

Pete Bleckert

1. Expressed his support for the renaming of Theodore Street.

Roy Bleckert

1. Wished City Manager Dawson the best in her future endeavors.
2. Welcomed City Manager DeSantis.
3. Appreciative of the recognitions for Earl Williams and Frank Wright.
4. Welcomed Chief Kurylowicz.
5. Complimented Chief Ontiveros and wished him well in his retirement.

Bob Palomarez

1. Welcomed City Manager DeSantis, Parks and Community Services Director Mel Alonzo, and Chief Kurylowicz.
2. Lauded Chief Ontiveros and wished him well.
3. Upset with a recent Press-Enterprise article opposing item G.1.

Sammie Luna

1. Expressed her objection to item G.1.

Louise Palomarez

1. Commended the City Council for the work they accomplished in 2017.
2. Supports item G.1.
3. Wished Chief Ontiveros luck.
4. Excited for the upcoming year.
5. Congratulated City Manager DeSantis.
6. Wished everyone Merry Christmas and Happy New Year.

JOINT CONSENT CALENDARS (SECTIONS A-D)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Jeffrey J. Giba, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera, Jeffrey J. Giba
ABSENT:	David Marquez

A. CONSENT CALENDAR-CITY COUNCIL

Mayor Gutierrez opened the Consent Agenda items for public comments, which was received from Tom Jerele Sr. (Supports item A.7).

- 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 - Oct 17, 2017 6:00 PM

Recommendation: Approve as submitted.

Minutes Acceptance: Minutes of Dec 19, 2017 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

- A.3. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2017/2018 AS OF JULY 1, 2017 THROUGH OCTOBER 31, 2017 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2017/2018 Council Discretionary Expenditure Report as of July 1, 2016 through October 31, 2017.

- A.4. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.5. AUTHORIZATION TO AWARD PROJECT-RELATED SERVICES AGREEMENTS FOR PLANNING ENTITLEMENT AND PLAN CHECK SERVICES TO MULTIPLE VENDORS (Report of: Community Development)

Recommendations:

1. Approve each Project-Related Services Agreement with Civic Solutions, Inc. and Annealta Group for Planning Entitlement and Plan Check Services.
2. Authorize the City Manager to execute each Project-Related Services Agreement with Civic Solutions, Inc. and Annealta Group, subject to the approval of the City Attorney.
3. Authorize the Chief Financial Officer to approve purchase orders to Civic Solutions, Inc. and Annealta Group up to a maximum of five years from the Agreement effective date with each firm, in accordance with approved terms of the Agreements.
4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and the equal and offsetting revenues.

- A.6. APPROVE AND EXECUTE AGREEMENT FOR THE INSTALLATION OF A MODULAR RESTROOM AND PICNIC SHELTER AT JOHN F. KENNEDY VETERANS MEMORIAL PARK (Report of: Parks & Community Services)

Recommendations:

1. Approve the Agreement for the Installation of a Modular Restroom and Picnic Shelter at John F. Kennedy Veterans Memorial Park with KASA Construction Inc.
2. Authorize the Executive Director to execute the Agreement for the

Installation of a Modular Restroom and Picnic Shelter at John F. Kennedy Veterans Memorial Park with KASA Construction Inc.; and issuance of the Purchase Order for construction beginning once the Agreement has been fully executed.

3. Authorize the Executive Director to execute any subsequent related Extensions or Amendments to the Agreement, subject to the approval of the City Attorney.
4. Authorize the Parks and Community Services Director to accept the improvements into the Community Services District's maintained system upon acceptance of the improvements as complete.

Council Member Cabrera requested a brief overview.

Tony Hetherman, Parks Project Coordinator, provided a summary of the improvements and funding.

Council Member Cabrera expressed his satisfaction with the source of funding.

- A.7. TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL TOWER AT FIRE STATION 91 (Report of: Parks & Community Services)

Recommendation:

1. Authorize the Mayor to execute an Agreement for a new Telecommunications License Agreement with New Cingular Wireless PCS, LLC, on the property known as Fire Station 91; New Cingular Wireless PCS, LLC site number RS0058.

- A.8. APPROVAL FOR THE USE OF ASSET FORFEITURE FUNDS TO PURCHASE EQUIPMENT FOR THE POLICE DEPARTMENT TRAFFIC DIVISION (Report of: Police Department)

Recommendations:

1. Authorize the police department to purchase 12 new Kustom Signals, Inc., Pro Laser IV, infrared LIDAR systems, at a cost of \$32,300.64 (\$29,940.00 for the LIDAR's & shipping, plus \$2,360.64 sales tax).
2. Authorize the police department to purchase 12 new Getac tablets to be used on the patrol motorcycles as a Mobile Dispatch Computer (MDC) and as an electronic ticket writer at a cost of \$39,081.91 (\$36,721.80 for the equipment, all related accessories and "e-waste" fees, plus \$2,360.11 sales tax).

3. Authorize a budget adjustment of \$71,383 to the General Fund (1010) Asset Forfeiture revenue account and the Traffic Enforcement expenditure account within the Police Department.

Council Member Cabrera asked for a condensed report.

Chief Kurlylowicz described the equipment to be purchased.

Council Member Cabrera expressed his approval of the Police Department's employment of advanced technology.

A.9. AMENDMENT TO THE EXISTING CONTRACT WITH INLAND EMPIRE PROPERTY SERVICE, INC. FOR ON-SITE/OR PROFESSIONAL SERVICES FOR HAZARD ABATEMENT (Report of: Fire Department)

Recommendations:

1. Approve an amendment to the existing contract with Inland Empire Property Service, Inc. for Hazard Abatement Services not to exceed \$150,000 per year with a maximum contract of \$750,000.
2. Authorize the City Manager to execute the Agreement with Inland Empire Property Service, Inc.
3. Authorize a change order in the amount of \$75,000 to the purchase order for Inland Empire Property Service, Inc. for Fiscal Year 2017/2018, not to exceed a total of \$150,000.
4. Authorize the City Manager to approve the annual purchase order for the remaining four years of Inland Empire Property Service, Inc. contract, not to exceed \$150,000 for each year.
5. Authorize the Chief Financial Officer to appropriate an additional \$75,000 as revenue and expense in the General Fund (Fund 1010) Nuisance Abatement Account for FY 2017/18 and FY 2018/19.

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 OCT 17, 2017 (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 OCT 17, 2017 (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 OCT 17, 2017 (See A.2)

Recommendation: Approve as submitted.

E. PUBLIC HEARINGS

- E.1. A CITYWIDE MUNICIPAL CODE (TITLE 9) AMENDMENT ADDRESSING LAND USE REGULATIONS FOR ACCESSORY DWELLING (Report of: Community Development)

Recommendations: That the City Council:

1. Certify that the proposed Municipal Code Amendment (PEN17-0115) is exempt under the California Environmental Quality Act (CEQA) in accordance with Section 15282(h) of the CEQA Guidelines which specifically exempts adoption of an ordinance regarding accessory dwelling units; and
2. Introduce Ordinance No. 928. An Ordinance of the City Council of the City of Moreno Valley, California, amending Title 9 of the City of Moreno Valley Municipal Code addressing Accessory Dwelling Units (ADUs) to ensure compliance with new State of California laws.

Claudia Manrique-Miklusek, Associate Planner, reported on second dwelling units.

Council Member Giba expressed his familiarity with this item so that the public would understand his position.

Mayor Gutierrez opened the Public Hearing at 6:59 p.m. There being no speakers in favor or in opposition, Mayor Gutierrez closed the public hearing at 6:59 p.m.

RESULT:	APPROVED [3 TO 0]
MOVER:	Ulises Cabrera, Council Member
SECONDER:	Victoria Baca, Mayor Pro Tem
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera
ABSTAIN:	Jeffrey J. Giba
ABSENT:	David Marquez

E.2. PUBLIC HEARING FOR THE FIVE YEAR CONSOLIDATED PLAN FOR PROGRAM YEARS 2018/2019 - 2022/2023 AND THE ANNUAL ACTION PLAN FOR PROGRAM YEAR 2018-2019 & TO ADOPT PROGRAM YEAR 2018-2019 OBJECTIVES AND POLICIES. (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow for the public to comment on the needs of low-and-moderate income residents in Moreno Valley.
2. Approve the proposed CDBG, HOME, and ESG Grant Objectives and Policies for the 2018-2019 Program Year.

Marshall Eyerman, Chief Financial Officer/City Treasurer, presented an overview of the Community Development Block Grant, Emergency Solutions Grant, and the Home Investment Partnership.

Council Member Giba inquired as to the rankings of the objectives.

CFO Eyerman remarked that attachment 3 contains the priority ranking of the objectives.

Mayor Gutierrez queried whether individual meetings with the Council will be held to further discuss the grants. CFO Eyerman responded in the affirmative.

Mayor Gutierrez opened the Public Hearing at 7:05 p.m. There being no speakers in favor or in opposition, Mayor Gutierrez closed the public hearing at 7:05 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeffrey J. Giba, Council Member
SECONDER:	Victoria Baca, Mayor Pro Tem
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera, Jeffrey J. Giba
ABSENT:	David Marquez

Minutes Acceptance: Minutes of Dec 19, 2017 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

After the item passed Mayor Gutierrez encouraged organizations to apply for the grants.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - NONE

Mayor Gutierrez recessed the City Council meeting at 7:06 p.m.

Mayor Gutierrez reconvened the City Council meeting at 7:17 p.m.

G. GENERAL BUSINESS

G.1. RESOLUTION AMENDING AGENDA POSTING REQUIREMENTS TO MATCH STATE LAW (Report of: City Attorney)

Recommendation: That the City Council:

1. Consider adoption of the Resolution amending Rules of Procedure Section 1.1.2.3 to set posting and delivery of the City Council meeting agenda at 72 hours.

City Attorney Koczanowicz presented the report.

Tom Jerele Sr.

Prefers a posting requirement of one week.

Rafael Bruqueras

Approved of item G.1.

Kendrick Rivas

Preferred to have the posting requirement is extended to 14 days.

Roy Bleckert

Suggested that the Council change the requirement to five to seven days.

Louise Palomarez

Believed the posting requirement should be between three to four days.

Leo Gonzalez

Endorsed item G.1.

Council Member Cabrera thanked the Public for their input. He proposed that the 72 hour posting requirement be increased to 120 hours. He recommended that a link to the agenda be made available on Facebook.

Council Member Giba reminded everyone of the initial reason the posting requirement was extended to 12 days. He pointed out that the City of Riverside has a 12 day posting requirement. Because of sometimes lengthy staff reports and the fact that over 70% of the residents are commuters, he felt that a seven or eight day posting requirement was sufficient.

Mayor Pro Tem Baca agreed with Council Member Cabrera in that five days was adequate. She suggested that adjustments be made accordingly should a lengthy agenda warrant an extension or even postponement. Her concern was for effectiveness and efficiency and felt five days achieved both.

Mayor Gutierrez concurred with Mayor Pro Tem Baca in that the current 12 day requirement leaves inadequate time for the Council to determine whether or not an item should be scheduled. For him the additional days are an undue burden as even the State legislators don't require advance posting. He pointed out that the lengthened posting requirement hadn't resulted in a discernible increase in attendance as far as he could tell.

RESULT:	APPROVED [3 TO 1]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Ulises Cabrera, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera
NAYS:	Jeffrey J. Giba
ABSENT:	David Marquez

G.2. CONSIDERATION OF AN ORDINANCE CREATING THE PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE AND DISSOLVING PARKS AND RECREATION COMMISSION AND RECREATIONAL TRAILS BOARD (Report of: Parks & Community Services)

Recommendation: That the City Council:

1. Introduce and conduct the first reading of Ordinance No. 928 creating the Parks, Community Services and Trails Committee.

Mel Alonzo, Parks and Community Services Director, reported on streamlining the advisory board structure.

Council Member Giba questioned Director Alonzo on whether the proposal mirrors one he brought forth two years ago and whether it was met with approval by the residents.

Director Alonzo replied in the affirmative on the similarity of the two proposals.

Council Member Giba notified everyone that the residents opposed the proposal two years ago.

Council Member Cabrera queried regarding the number of vacancies for all boards and commissions.

City Clerk Jacquez-Nares responded that there are approximately twelve vacancies.

Minutes Acceptance: Minutes of Dec 19, 2017 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Council Member Cabrera stated that in light of the vacancies he doesn't see any limit of public engagement with the integration of the two boards.

Mayor Gutierrez inquired of City Manager DeSantis about the scope of the consolidation proposal brought forward two years ago.

City Manager DeSantis confirmed that the concept two years ago was broader in scope, while the proposal currently being deliberated is more focused.

Tom Jerele Sr.
Supports item G.2.

Rafael Brugueras
Supports item G.2.

Roy Bleckert
Supports item G.2.

City Clerk Jacquez-Nares clarified that the number of vacancies is twenty three.

Bill Alvarez
Opposes item G.2.

Council Member Giba accepted Rafael Brugueras' apology. He admitted that his previous proposal may have been very broad in scale, but pointed out that the current proposal may have to be reevaluated. He felt that reducing the number of boards too drastically coupled with not knowing the reasons for the vacancies merited a postponement of a decision so that staff may gather information.

Mayor Gutierrez thanked Mayor Pro Tem Giba for bringing the item forward. He pointed out that the proposal includes a healthy component that isn't available with any other board. He reiterated that the current proposal is nothing like the previous one in that only two boards will be consolidated.

Mayor Pro Tem Baca restated that though the two commissions will be combined, a healthy component is included as well. She asked that Eric Lewis be involved as bike lanes have been created within the City that should be utilized during events. She remarked that the Community should be promoting a healthy lifestyle.

Council Member Cabrera agreed with Tom Jerele in that the committees need focus. He concurred with Roy Bleckert in that consolidation of other committees may be necessary. He only heard from one member of a board to protest the consolidation. He thanked the members for their service and encouraged them to continue their involvement with the City.

RESULT:	APPROVED [3 TO 0]
MOVER:	Ulises Cabrera, Council Member
SECONDER:	Victoria Baca, Mayor Pro Tem
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera
ABSTAIN:	Jeffrey J. Giba
ABSENT:	David Marquez

H. REPORTS

H.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Mayor Gutierrez reported the following:

Tonight, I'm providing an update from the recent March Joint Powers Commission meeting held on December 13th. In that meeting, the Commission:

- Modified the March JPA's adopted truck routes to add streets within the Meridian Business Park and
- Received positive reports from the March JPA auditors about the JPA's stable financial condition.

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC)

Mayor Pro Tem Baca reported the following:

On March 20, 2017, the 91 Express Lanes opened and commenced toll collection. The usage of the facility has been more than originally projected causing operational issues. Good news for our residents that use the Express Lanes, RCTC has enlisted the help of a consultant to analyze the operations and recommend changes to improve performance. That effort will include improving traffic flow with geometric roadway or toll policy changes, conducting travel time studies, analyzing entry and exit points, and establishing potential holiday and seasonal toll schedules. Motorists should see improved conditions in the near future.

Riverside Transit Agency (RTA) - None

Western Riverside Council of Governments (WRCOG)

Mayor Gutierrez reported the following:

- The Executive Committee has allocated \$4.1 million through two rounds of BEYOND funding. This includes \$167,049 for the Community Enhancement Program in Moreno Valley to fund various citywide projects enhancing a community cleanup-event, exercise equipment along the Juan Bautista De Anza Trail and a General Plan Healthy Community Element/Health Assessment.
- The Clean Cities Coalition recently nominated Eric Lewis, City of Moreno Valley Transportation Division Manager/City Engineer, as the Chair of the Coalition. In partnership with the City of Moreno Valley, the Coalition is planning a Regional Transportation Summit on January 17, 2018 to be held at the Moreno Valley Conference and Recreation Center.
- The Executive Committee approved two TUMF agreements for the Heacock Street widening project. This includes \$611,000 for the planning/engineering phases and \$311,000 for the right-of-way phase of the widening project.

Western Riverside County Regional Conservation Authority (RCA)

Council Member Giba reported that the RCA is in recess until January.

School District/City Joint Task Force

Mayor Pro Tem Baca reported the following:

- Transportation reported they are working with the MVUSD for a Healthy Moreno Valley campaign. A contest will be held amongst the students for ideas. WRCOG funding will be used. This is a Council approved strategic initiative.
- THINK Together begins their annual reading contest on January 29.
- THINK Together has a tutoring program at 18 schools within MVUSD.
- The Golden Bell award was awarded to the Seneca Elementary School Language Arts Program.
- MVUSD Measure M Projects Update:
 - Edgemont Elementary School will open on January 8. The ribbon cutting ceremony will be held in February.
 - Moreno Valley High School gymnasium will also open on January 8.
- VVUSD police staff will be providing THINK Together staff active-shooter training.
- VVUSD school board approved the implementation of a school police department. There will be 18 officers on staff. Should be fully

implemented within 18 months.

- VVUSD raised 6,000 in cash and 1,500 toys to be donated to families in need. If anybody knows of a non-profit organization in need of toys, contact VVUSD.
- California State Parks (Lake Perris) held a toy drive and received 150 toys and \$1,500 in cash.
- Lake Perris dam is anticipated to be completed in January.
- California State Parks will be hosting two nature hikes on New Year's Day for all levels of hikers.
- Moreno Valley College fall enrollments were up 9% over last year.
- Moreno Valley College will be providing holiday baskets to 250 families in need.
- The annual Martin Luther King Jr., Scholarship Breakfast for the College is scheduled for January 12.

Southern California Association of Governments (SCAG)

Council Member Giba reported the following:

SCAG is dark until February. In the meantime those interested can obtain a comprehensive SCAG report by reaching out to the Executive Assistant or himself. The first meeting in February will be held in the new building known as the Korean Air building. Big Data/Open Data is now over and SCAG has submitted an application for a grant for smart city design.

H.2. CITY MANAGER'S REPORT

City Manager DeSantis stated that an article on the Press-Enterprise website incorrectly characterizes an outcome in the evening's Closed Session. What actually occurred, as reported by the City Attorney, was an agreed upon separation under the terms of the contract. He noted that staff has reached out to the reporter and the editor to correct the error.

The lighting of the M was a monumental achievement. City Manager DeSantis then acknowledged all of the staff involved in its realization.

At the request of a majority of the Council at a previous Council meeting, City Manager DeSantis, reported on the process for renaming a street.

H.3. CITY ATTORNEY'S REPORT

In order to improve efficiency, City Attorney Koczanowicz, reported that new contract templates are available for staff. Over the last year and a half the City Attorney's office has been successful in reducing the number of illegal dispensaries from nineteen to three. He went on to wish everyone Merry Christmas and Happy New Year.

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 Giba

1. Wished everyone a joy filled Christmas and happy holidays.
2. Excited about the lighting of the M.
3. Thanked Commissioner Baker and former City Attorney Steve Quintanilla for having spent their own money on maintaining the M in the past.
4. Clarified that his proposal two years ago was only for the dissolution of one commission and the consolidation of the others.
5. Enumerated various functions he attended since the last Council meeting.
6. Community Now was involved in a Helpful Honda event where 31 bicycles were donated. He and Council Member Marquez assisted in assembling and distributing the bicycles.
7. Afterwards he attended the twenty-fourth annual Operation Holiday.
8. Assembly Member Jose Medina hosted a reception which he attended.

Council Member Cabrera

1. Notified everyone that he would not be available for the January second meeting.
2. Reminded everyone of the satellite library opening on December 21, 2017.
3. Thanked Staff for the Homeless to Work program.
4. Wished everyone Happy Holidays.
5. Congratulated City Manager DeSantis.
6. Welcomed Michael Wolfe, Mel Alonzo, Kathleen Sanchez, and Chief Kurylowicz.
7. Wished everyone Merry Christmas and Happy New Year.

Mayor Pro Tem Baca

1. Motioned and with the consensus of a majority of the Council directed the City Manager's office to start the process of renaming Theodore St. World Logistics Center Parkway.
2. Attended Blue Light Ceremony with Sheriff Sniff.
3. Wished everyone Merry Christmas, Happy Hanukah, and Happy Kwanza.
4. Asked everyone to not drink and drive.
5. Invited everyone to the opening of the satellite library.
6. Wished Chief Ontiveros and City Manager Dawson the best.
7. Commended City Manager DeSantis on his promotion.

Mayor Gutierrez

1. Thanked staff for the Tree Lighting Ceremony.
2. Congratulated the Chief Kurylowicz and Chief Ontiveros.
3. Thanked City Manager Dawson for her service.
4. Praised City Manager DeSantis on his promotion.
5. Thanked staff for the lighting of the M.
6. Mentioned the grand opening of the new library branch.

7. Attended many winter services within the past three weeks, including the Happy Hanukah Festival of Lights event in Riverside.
8. Questioned the City Clerk on the number of signatures on the petitions that were previously submitted by students of Valley View High School.

City Clerk Jacquez-Nares stated there were approximately 933 signatures.

9. Another group of students collected six hundred signatures through an online petition for a skate park.
10. Will form a committee with the students, their parents, the City Manager, and Parks Director to discuss the options for a skate park.
11. Wished the Moreno Valley residents Merry Christmas, Happy Holiday, and Happy Kwanza.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 8:35 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA
 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

**MINUTES
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**

**CLOSED SESSION – 4:30 PM
January 16, 2018**

CALL TO ORDER

The Closed Session 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 4:30 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

Mayor Gutierrez announced that the City Council receives a separate stipend for CSD meetings.

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Victoria Baca	Mayor Pro Tem
	David Marquez	Council Member
	Ulises Cabrera	Council Member
	Jeffrey J. Giba	Council Member

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Gutierrez opened the public comments portion of the meeting. There being no members of the public to come forward to speak, he closed the public comments.

CLOSED SESSION

City Attorney Koczanowicz announced that the City Council would recess to Closed Session to discuss the item listed on the agenda and that staff did not anticipate any reportable action.

The Closed Session will be held pursuant to Government Code:

- 1 Government Code Section 54956.9(d)(2)
Potential Litigation (one case)

Minutes Acceptance: Minutes of Jan 16, 2018 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

Mayor Gutierrez recessed the Council to the City Manager's Conference Room, Second Floor, City Hall, for their Closed Session at 4:31 p.m.

Council Member Cabrera arrived at 4:35 p.m.

Mayor Gutierrez reconvened the City Council in the Council Chambers from their Closed Session at 5:31 p.m.

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

City Attorney Koczanowicz announced there was no reportable action taken during Closed Session.

ADJOURNMENT

There being no further business to come before the City Council, the Closed Session was adjourned at 5:32 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA, 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

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

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
January 16, 2018**

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Proclamation of January as Safe Surrender Awareness Month

**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
January 16, 2018**

CALL TO ORDER

The Joint Meeting of the City Council, 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 6:02 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright.

INVOCATION

Dr. David Akintimoye, Upper Room International Church

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Victoria Baca	Mayor Pro Tem
	David Marquez	Council Member
	Ulises Cabrera	Council Member
	Jeffrey J. Giba	Council Member

INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Marshall Eyerman	Chief Financial Officer/City Treasurer
	Martin Koczanowicz	City Attorney
	Tom DeSantis	City Manager
	Mike Lee	Economic Development Director
	Allen Brock	Community Development Director

Minutes Acceptance: Minutes of Jan 16, 2018 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

David Kurylowicz	Chief of Police
Abdul Ahmad	Fire Chief
Kathleen Sanchez	Human Resources Director
Mel Alonzo	Parks and Community Services Director
Michael Wolfe	Public Works Director/City Engineer

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

Martin Cabrera Jr.

1. Discussed the importance of a positive emotional state.

Martin Cabrera Sr.

1. Thanked the Council and staff for the work accomplished so far.
2. Recommended that the Council work as one unit, united.
3. Suggested that education be made a priority in the General Plan.
4. Encouraged the Council to also move green energy to the top of the General Plan priority list.

Jorge Quintero

1. Supports progress
2. Supports Mayor Gutierrez
3. Supports Mayor Pro Tem Baca

Veronica Steele

1. Questioned whether the Municipal Code is in effect as it was in 1986.
2. If the Code is still in effect, requested that it be enforced.

Leo Gonzalez

1. Queried what reassurance did the golf course developer receive regarding rezoning to have prompted them to invest \$5.2 million.

Frank Wright

1. Pointed out that recalls are expensive.
2. Supports Mayor Pro Tem Baca.

Kendrick Rivas

1. Asked why there is no free Wi-Fi in the Council Chambers.
2. Called for the Council to reconsider posting the agenda twelve days before a Council meeting.
3. Entreated the Council to reexamine renaming WLC Parkway to either Drive or Way.

Danira Sanchez

1. Supports Mayor Pro Tem Baca.

Tom Jerele Sr.

1. Complimented Pastor Akintimoye on his invocation.
2. Opposes recalls.
3. Supports Mayor Pro Tem Baca.

Robert Harris

1. Remarked that a recall is not a good way to start the year.

Pete Bleckert

1. Congratulated Assistant City Manager Brock on his promotion.
2. Requested that the District 1 bridge project be suspended indefinitely.
3. Businesses that receive utility discounts should start a reserve to fund more motor officers.

Roy Bleckert

1. Called for the City Council to be recalled every ninety days.
2. Insisted that the School Board be recalled.
3. Stated recalls have got to stop.

Antonio Reza

1. Supports Mayor Pro Tem Baca.

Santiago Hernandez

1. Supports Mayor Pro Tem Baca.
2. Supports truth, the recall is false.

Rafael Bruqueras

1. Served Council Member Marquez with recall papers.

Louise Palomarez

1. Claimed Council Member Marquez dismantled an Armada school program.
2. Tired of recalls.

Melissa Lopez

1. Asked that the City limit dispensary advertising.

JOINT CONSENT CALENDARS (SECTIONS A-D)

Item nos. A.11 and A.12 were pulled for separate vote by Council Member Giba. Item no. A.19 was pulled for separate discussion and vote by Mayor Gutierrez. Item no. A.23 was pulled for separate vote by Council Member Marquez. Mayor Gutierrez opened the Consent Agenda items for public comments, which were received from Pete Bleckert (Opposes item no. A.22), Roy Bleckert (Opposes item no. A.22), Tom Jerele Sr. (Supports item nos. A.7, A.12 and A.19), Rafael Bruqueras (Supports item no. A.22) and suggested that either Richard Sandzimier or Mike Lee be promoted to Assistant City Manager Brock's former position, and Louise Palomarez who congratulated Assistant City Manager Brock on his promotion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Jeffrey J. Giba, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Jeffrey J. Giba

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 - Nov 7, 2017 6:00 PM

Recommendation: Approve as submitted.

- A.3. City Council - Closed Session - Dec 5, 2017 4:00 PM

Recommendation: Approve as submitted.

- A.4. City Council - Regular Meeting - Dec 5, 2017 6:00 PM

Recommendation: Approve as submitted.

- A.5. City Council - Special Meeting (Closed Session) - Dec 19, 2017 4:00 PM

Recommendation: Approve as submitted.

- A.6. City Council - Closed Session - Dec 19, 2017 4:30 PM

Recommendation: Approve as submitted.

- A.7. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.8. PAYMENT REGISTER - OCTOBER 2017 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.9. APPROVE RESOLUTION NO. 2018-01 OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RATIFYING THE ATTESTATION OF VERACITY SUBMITTED TO THE CALIFORNIA ENERGY COMMISSION FOR THE 2016 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT AND POWER CONTENT LABEL (Report of: Financial & Management Services)

Recommendation:

1. Approve Resolution No. 2018-01. A Resolution of the City Council of the City of Moreno Valley, California, Ratifying the Attestation of Veracity Submitted to the California Energy Commission for the 2016 Power Source Disclosure Program Annual Report and Power Content Label.
- A.10. RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2019 (ROPS 18-19) (Report of: Financial & Management Services)

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2018-01. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Recognized Obligation Payment Schedule and Administrative Budget for the Period of July 1, 2018 through June 30, 2019 (ROPS 18-19), and Authorizing the City Manager acting for the Successor Agency or her Designee to Make Modifications Thereto.
2. Authorize the City Manager acting for the Successor Agency or her Designee to make modifications to the Schedule.
3. Authorize the transmittal of the ROPS 18-19, for the period of July 1, 2018 through June 30, 2019, including Administrative Budget for the said period, ("Exhibit A") to the Oversight Board for review and approval.

COUNCIL MEMBER GIBA REQUESTED A SEPARATE VOTE ON THIS ITEM.

- A.11. SECOND READING AND ADOPTION OF ORDINANCE NO. 928 APPROVING A CITYWIDE MUNICIPAL CODE (TITLE 9) AMENDMENT ADDRESSING LAND USE REGULATIONS FOR ACCESSORY DWELLING UNITS (Report of: Community Development)

Recommendation: That the City Council:

- 1. Conduct second reading by title only and Adopt Ordinance No. 928. An Ordinance of the City Council of the City of Moreno Valley, California, amending Title 9 of the City of Moreno Valley Municipal Code (PEN17-0115) addressing Accessory Dwelling Units (ADUs) to ensure compliance with new State of California laws.

RESULT:	APPROVED [3 TO 1]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Ulises Cabrera, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera
ABSTAIN:	Jeffrey J. Giba

COUNCIL MEMBER GIBA REQUESTED A SEPARATE VOTE ON THIS ITEM.

- A.12. SECOND READING AND ADOPTION OF ORDINANCE 929, REPEALING CHAPTERS 2.19 AND 2.24 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE AND ADOPTING NEW CHAPTER 2.19 ESTABLISHING THE PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE (Report of: Parks & Community Services)

Recommendation: That the City Council:

- 1. Conduct second reading by title only and adopt Ordinance No. 929 - An Ordinance of the City Council of the City of Moreno Valley, California, Repealing Chapters 2.19 and 2.24 of the City of Moreno Valley Municipal Code and Adopting New Chapter 2.19 Establishing the Parks, Community Services and Trails Committee.

RESULT:	APPROVED [3 TO 1]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Ulises Cabrera, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera
NAYS:	David Marquez, Jeffrey J. Giba

BY COUNCIL CONSENSUS THIS ITEM WAS TABLED.

- A.13. TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL TOWER AT JOHN F. KENNEDY VETERANS MEMORIAL PARK (Report of: Parks & Community Services)

Recommendation:

- 1. Authorize the Mayor to execute an Agreement for a new

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Telecommunications License Agreement with New Cingular Wireless PCS, LLC, on the property known as John F. Kennedy Veterans Memorial Park; New Cingular Wireless PCS, LLC site number CLV5638.

A.14. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR MORENO VALLEY COMMUNITY PARK SOCCER FIELD IMPROVEMENTS (AGMT NO. 2018-01) (Report of: Parks & Community Services)

Recommendations:

1. Award the construction contract for Moreno Valley Community Park Soccer Field Improvements to Field Turf, Inc. (AGMT NO. 2018-01)
2. Authorize the City Manager to execute the Agreement with Field Turf, Inc. for Moreno Valley Community Park Soccer Field Improvements; and issuance of the Purchase Order in the amount of \$2,628,332.00 (the bid amount plus \$200,000.00 contingency) once the Agreement has been fully executed.
3. Authorize the City Manager to execute any subsequent related Extensions or Amendments to the Agreement, subject to the approval of the City Attorney.
4. Approve the amended budget and funding plan for the Moreno Valley Community Park Soccer Field Improvements project as contained within the Fiscal Impact section of this report.
5. Authorize the Parks and Community Services Director to accept the improvements into the Community Services District's maintained system upon acceptance of the improvements as complete.

A.15. APPROVE RESOLUTION TO TERMINATE THE CITY OF MORENO VALLEY ASSESSMENT DISTRICT NO. 98-1 IMPROVEMENT BONDS (VINEWOOD PLACE STREET IMPROVEMENTS) AND AUTHORIZE THE RECORDING OF A NOTICE OF TERMINATION FOR SAID DISTRICT (Report of: Public Works)

Recommendation:

1. Approve Resolution No. 2018-02, a Resolution of the City Council of the City of Moreno Valley, California, regarding the termination of the City of Moreno Valley Assessment District No. 98-1 Improvement Bonds (Vinewood Place Street Improvements).

- A.16. PURSUANT TO A LANDOWNER PETITION, ANNEX TEN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AS AMENDMENT NO. 13 (Report of: Public Works)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2018-03, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District.

- A.17. PA09-0004 (P14-015) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D17-005 FOR INDIAN STREET ROAD IMPROVEMENTS LOCATED SOUTH OF GROVE VIEW ROAD. (AGMT NO. 2018-02) DEVELOPER: SRG DEVELOPMENT, L.P. (Report of: Public Works)

Recommendations:

1. Accept and approve the Development Impact Fee Improvement Credit Agreement #D17-005 (DIF Agreement) for PA09-0004 (P14-015) improvements. (AGMT NO. 2018-02)
2. Authorize the City Manager to execute the DIF Agreement.

- A.18. AUTHORIZATION TO SUBMIT GRANT APPLICATIONS UNDER THE 2018 SB 1 TRADE CORRIDOR ENHANCEMENT AND SB 1 LOCAL PARTNERSHIP PROGRAMS (Report of: Public Works)

Recommendations:

1. Authorize the submission of a grant application for the 2018 SB 1 Trade Corridor Enhancement Program.
2. Authorize the submission of a grant application for the 2018 SB 1 Local Partnership Program.

MAYOR GUTIERREZ REQUESTED A REPORT AND SEPARATE VOTE ON THIS ITEM.

- A.19. APPROVAL OF ADDITIONAL \$1.2 MILLION FOR ROAD REPAIRS (Report of: Public Works)

Recommendations:

1. Approve an appropriation of \$1.2 million from the General Fund to rehabilitate City street segments
2. Approve the amended budget as set forth in the Fiscal Impact Section of this report.

Public Works Director/City Engineer Wolfe presented a report on road repair projects.

Council Member Marquez asked that the item be tabled as it doesn't clearly specify the type of repairs.

City Manager DeSantis assured the Council that the funds will be used to repair damaged arterial streets.

Council Member Giba requested that should the item be approved, staff sit with each Council Member, so that they may provide input.

Mayor Gutierrez clarified that the arterial streets include the main City thoroughfares.

Council Member Marquez stated that after hearing the assurance from City Manager DeSantis that the funds are earmarked for only street repair, he was ready to move forward with the vote.

Public Works Director/City Engineer Wolfe explained that some road repairs require ramps to be upgraded in compliance with the ADA.

Council Member Cabrera commented that he has assured residents that this is a priority for him and that he'd like the repairs addressed as soon as possible.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Jeffrey J. Giba, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Jeffrey J. Giba

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A.20. ACCEPTANCE OF THE FISCAL YEAR 2017 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AWARD (Report of: Fire Department)

Recommendations:

1. Accept the Fiscal Year 2017 State Homeland Security Program (SHSP) grant award of \$30,425 from the Riverside County Emergency Management Department.
2. Approve an increase of \$30,425 to the Emergency Management Program Grant Fund (Fund 2503) FY 2017-18 revenue and expenditure budget to reflect the total FY 2017-18 allocation of \$30,425 as stated in the Financial Impact section.

A.21. APPROVE THE USE OF REPLACEMENT FUNDS TO PURCHASE ACCIDENT RECONSTRUCTION EQUIPMENT FOR THE POLICE DEPARTMENT TRAFFIC DIVISION (Report of: Police Department)

Recommendation:

1. Authorize the release of replacement funds from the LEICA C10 Scan Station to be used to purchase a FARO Imaging Laser Scanner at a cost of \$84,610.95 (\$80,180.00 for the equipment & training, plus \$4,430.95 sales tax).

A.22. APPROVAL TO REPLACE THREE POLICE MOTORCYCLES (Report of: Police Department)

Recommendations:

1. Authorize the purchase of three 2017 BMW 1200-RTP police motorcycles and related emergency equipment totaling \$93,577.
2. Authorize the transfer of \$85,498 from the equipment replacement fund to General Fund Account 1010-60-67-40210-660322 to add to the \$8,079 budgeted, totaling \$93,577 to use for the purchase of three 2017 BMW 1200-RTP police motorcycles and related emergency equipment.

COUNCIL MEMBER MARQUEZ REQUESTED A SEPARATE VOTE ON THIS ITEM.

A.23. APPROVAL OF CITY MANAGER'S EMPLOYMENT AGREEMENT NO. 2018-03 (Report of: City Attorney)

Recommendation:

- 1. Approve the employment agreement No. 2018-03 with the City Manager and authorize the Mayor to execute it on behalf of the City.

City Attorney Koczanowicz presented a report on the City Manager's employment agreement.

Council Member Marquez inquired if the pronouns in the contract had been corrected.

RESULT:	APPROVED [3 TO 0]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Ulises Cabrera, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera
ABSTAIN:	David Marquez, Jeffrey J. Giba

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 NOV 7, 2017 6:00 P.M. (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - CLOSED SESSION OF DEC 5, 2017 4:00 P.M. (See A.3)

Recommendation: Approve as submitted.

- B.4. MINUTES - REGULAR MEETING OF DEC 5, 2017 6:00 P.M. (See A.4)

Recommendation: Approve as submitted.

- B.5. MINUTES - SPECIAL CLOSED SESSION OF DEC 19, 2017 4:00 P.M. (See A.5)

Recommendation: Approve as submitted.

- B.6. MINUTES - REGULAR CLOSED SESSION OF DEC 19, 2017 4:30 P.M. (See A.6)

Recommendation: Approve as submitted.

- B.7. APPROVE AGREEMENT NO. CSD 2018-01 WITH THINK TOGETHER, INC., TO OPERATE DAY-TO-DAY ACTIVITIES AND FUNCTIONS

Minutes Acceptance: Minutes of Jan 16, 2018 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

INVOLVING THE 21ST CENTURY COMMUNITY LEARNING CENTERS
(21ST CCLC) SUPPLEMENTAL GRANT SUMMER PROGRAM (Report of:
Parks & Community Services)

Recommendations:

1. Approve the Agreement with THINK Together, Inc., for the Operation of Day-to-Day Activities and Functions involving the new 21st Century Community Learning Centers Supplemental Grant summer program.
2. Authorize the Executive Director to execute the Agreement with THINK Together, Inc., for the operation of Day-to-Day activities and functions involving the new 21st Century Community Learning Centers Supplemental Grant summer program, and issuance of the Purchase Order once the Agreement has been fully executed.
3. Authorize the Executive Director to execute any subsequent related Extensions or Amendments to the Agreement, subject to the approval of the City Attorney.
4. Approve the amended budget as set forth in the Fiscal Impact Section of this report.

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 NOV 7, 2017 6:00 P.M. (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - CLOSED SESSION OF DEC 5, 2017 4:00 P.M. (See A.3)

Recommendation: Approve as submitted.

- C.4. MINUTES - REGULAR MEETING OF DEC 5, 2017 6:00 P.M. (See A.4)

Recommendation: Approve as submitted.

- C.5. MINUTES - SPECIAL CLOSED SESSION OF DEC 19, 2017 4:00 P.M. (See A.5)

Recommendation: Approve as submitted.

- C.6. MINUTES - REGULAR CLOSED SESSION OF DEC 19, 2017 4:30 P.M.
(See A.6)

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 NOV 7, 2017 6:00 P.M. (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - CLOSED SESSION OF DEC 5, 2017 4:00 P.M. (See A.3)

Recommendation: Approve as submitted.

- D.4. MINUTES - REGULAR MEETING OF DEC 5, 2017 6:00 P.M. (See A.4)

Recommendation: Approve as submitted.

- D.5. MINUTES - SPECIAL CLOSED SESSION OF DEC 19, 2017 4:00 P.M. (See A.5)

Recommendation: Approve as submitted.

- D.6. MINUTES - REGULAR CLOSED SESSION OF DEC 19, 2017 4:30 P.M.
(See A.6)

Recommendation: Approve as submitted.

E. PUBLIC HEARINGS - NONE

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - NONE

G. GENERAL BUSINESS

- G.1. MORENO VALLEY LOGISTICS CENTER PEN16-0001 THROUGH PEN16-0007: THE APPLICANT IS SEEKING APPROVAL OF A SPECIFIC PLAN AMENDMENT TO MODIFY THE BUFFERING AND LANDSCAPING REQUIREMENTS FOR THE INDIAN STREET PROJECT FRONTAGE TO BE CONSISTENT WITH THE REQUIREMENTS IN PLACE NORTHERLY OF KRAMERIA AVENUE; AND APPROVAL OF A TENTATIVE PARCEL MAP AND FOUR PLOT PLANS FOR DEVELOPMENT OF 1,736,180 SQUARE

FEET OF WAREHOUSE FLOOR SPACE CONFIGURED IN FOUR SEPARATE BUILDINGS ON 89.4 ACRES. AN ENVIRONMENTAL IMPACT REPORT HAS BEEN PREPARED FOR THE PROJECT. THE APPLICANT IS PROLOGIS. (Report of: Community Development)

APPLICANT – PROLOGIS HAS REQUESTED A CONTINUANCE OF THIS ITEM TO THE APRIL 17, 2018 CITY COUNCIL MEETING.

Recommendations: That the City Council:

- **APPROVE** Resolution No. 2018-XX: A Resolution of the City Council of the City of Moreno Valley, California,
 - **CERTIFYING** that the Final Environmental Impact Report PEN16-0002 (EIR, P15-036) for the Moreno Valley Logistics Center project on file with the Community Development Department, incorporated herein by this reference, has been completed in compliance with the California Environmental Quality Act, that the City Council reviewed and considered the information contained in the Final EIR and that the Final EIR reflects the City’s independent judgment and analysis; and
 - **ADOPTING** the Mitigation Monitoring and Reporting Program for the Final EIR for the proposed Moreno Valley Logistics Center project, attached hereto as Exhibit A; and
 - **ADOPTING** the Facts, Findings and Statement of Overriding Considerations regarding the Final EIR for the Moreno Valley Logistics Center project, attached hereto as Exhibit B; and
- **INTRODUCE** and read by title only Ordinance No. XXX: An Ordinance of the City Council of the City of Moreno Valley, California, approving a Specific Plan Amendment PEN16-0001 (P15-036) to the Moreno Valley Industrial Area Specific Plan 208; and
- **APPROVE** Resolution No. 2018-XX: A Resolution of the City Council of the City of Moreno Valley, California, approving Plot Plans, PEN16-0003 – PEN16-0006 (PA15-0014 through PA15-0017) subject to the attached conditions of approval attached as Exhibits A, B, C and D; and
- **APPROVE** Resolution No. 2018-XX: A Resolution of the City Council of the City of Moreno Valley, California, approving Tentative Parcel Map 36150, PEN16-0007 (PA14-0018), subject to the attached conditions of approval attached as Exhibit A.

RESULT:	CONTINUED [UNANIMOUS]	Next: 4/17/2018 6:00 PM
MOVER:	Victoria Baca, Mayor Pro Tem	
SECONDER:	Jeffrey J. Giba, Council Member	
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Jeffrey J. Giba	

H. REPORTS

H.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Mayor Pro Tem Baca provided the following report:

Tonight, I'm providing an update from the recent March Joint Powers Commission meeting held on January 10th.

In that meeting, the Commission:

- Heard an update regarding the Airport Capital Improvement Plan and
- Authorized JPA staff to submit a grant application to the FAA

Riverside County Habitat Conservation Agency (RCHCA)

Council Member Giba provided the following report:

As of November 2017 \$609,202 MSHCP fees collected, including \$103,581 from fifty-one residential permits. The new chair is Jonathan Ingram of Murrieta. The PowerPoint download of Species of the Month is available online. The total MSHP LDF collection for the infrastructure contributions for November 2017 are \$1,603,979 and the collectible land pit pieces amount to one third of the requirement. One linkage property was approved.

Riverside County Transportation Commission (RCTC) - None

Riverside Transit Agency (RTA)

Council Member Marquez provided the following report:

RTA is expanding their bus service with two new express routes and dozens of upgrades throughout Riverside County and beyond. The changes will enhance more than thirty bus routes, improving connections, reliability, and on-time performance. The most significant improvement is the introduction of CommuterLink Route 200 with service connecting San Bernardino, Riverside, Orange and the Disney resort in Anaheim. The route, which began Sunday, will operate every sixty minutes on weekdays and every sixty minutes to one hundred twenty minutes on weekends. RTA also plans to introduce CommuterLink Route 205 between Temecula, Lake Elsinore, Corona and the

Village at Orange. In Perris and Moreno Valley, Route 19 weekday trips between 6 a.m. and 6 p.m. will be increased to operate every fifteen minutes instead of every thirty minutes.

In addition to many route enhancements, RTA upgraded its entire bus fleet with free wireless Internet access and USB charging ports. More information on the changes can be found in the new Ride Guide and Service Change Guide available on buses and online at RiversideTransit.com.

Western Riverside Council of Governments (WRCOG)

Mayor Gutierrez provided the following report:

Items covered at the WRCOG Executive Committee meeting on January 8, 2018 include:

- The 2018 Western Riverside County Transportation Summit is scheduled from 9:00 a.m. to 2:00 p.m. on January 17, 2018 at the City of Moreno Valley Conference and Recreation Center. The Summit will provide information on future transportation technologies, autonomous vehicles, alternative fuels, active transportation, mass transit, air quality and transportation funding.
- The HERO program continues to be very active in Western Riverside County. For the City of Moreno Valley, 5,103 HERO Program applications have been approved to date totaling \$181,387,673.

Western Riverside County Regional Conservation Authority (RCA) - None

School District/City Joint Task Force - None

Southern California Association of Governments (SCAG)

Council Member Giba provided the following report:

SCAG is dark until February. The meetings will now be held in the new facility which is across the street from the old facility. He teleconferenced in on the Legislative Communications and Membership committee of which Clint Lorimore chairs. At the request of a SCAG member for more female representation, SCAG has appointed five women to the Southern California Leadership Council and Center of Economic Development. Next time the Regional Council meets they will draft a letter to Sacramento to explain the advantages and disadvantages of SB 827, 828, and 829. SCAG lobbied for and against various bills.

H.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager DeSantis notified the resident who requested Wi-Fi in the Council Chamber that it hasn't been provided because attendees have direct access to the live proceedings and can view the meeting on one of the six monitors inside and outside of the Council Chambers. He appointed Rick Sandzimier as Acting Community Development Director. Reassured the residents and Council that staff has been working with a company to explore the installation of small cell equipment to improve cell coverage in areas of the City.

H.3. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

City Attorney Koczanowicz addressed a resident's concern regarding newly established dispensaries within the City. The City Attorney's office is in the process of taking action to get them shut down. Sixteen of the nineteen dispensaries have been shuttered.

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 Giba

1. Commended Assistant City Manager Brock on his promotion.
2. Congratulated Acting Community Development Director Sandzimier on his promotion.
3. Wished everyone a wonderful evening.

Council Member Marquez

1. Happy to be back after dealing with personal issues.
2. Praised Assistant City Manager Brock on his promotion.
3. Applauded Acting Community Development Director Sandzimier on his promotion.
4. Lauded staff on their work.

Council Member Cabrera

1. Congratulated Acting Community Development Director Sandzimier and Assistant City Manager Brock on their promotions.
2. Notified everyone that he is working on expanding the camera system within the City.
3. Is currently working on ideas to increase revenue to augment the Police force.
4. On January 27, 2018 a Community Clean Up is scheduled.
5. Thanked Alicia Espinosa for the Cal Trans information she provided.
6. The Homeless Point in Time Count will be conducted soon.
7. Reminded everyone to remember to assist and support others as they advance in their careers.
8. Asked everyone to respect other's opinions even if they are contrary to yours.

9. Advised everyone to always be aware of their surroundings.

Mayor Pro Tem Baca

1. Reminded everyone that the Regional Transportation Summit would be held the following day.
2. Thanked everyone in attendance that spoke in her defense.
3. Requested that residents not sign the petition calling for her removal or if they do sign, to be informed about the reason for the recall.
4. Is satisfied with the job the City Attorney's office has done in shutting down illegal dispensaries.
5. Notified everyone that the City is currently working on the zoning ordinance for dispensaries and will be issuing permits soon.

Mayor Gutierrez

1. The recent Martin Luther King holiday reminded people of the social injustice and equity issues facing the community.
2. Believes that the Momentum Moval and Strategic Plan is focusing on these issues.
3. Praised the Council and staff for approving and recommending the road repairs.
4. Excited about the new turf scheduled to be installed at Frederick Park.
5. Applauded Assistant City Manager Brock and Acting Community Development Director Sandzimier on their promotions.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 7:50 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA
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

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: February 6, 2018

TITLE: MAYORAL APPOINTMENTS FOR THE ACCESSIBILITY APPEALS BOARD, LIBRARY COMMISSION, TRAFFIC SAFETY COMMISSION AND PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

RECOMMENDED ACTION

Recommendation:

1. Receive and confirm the slate of Mayoral appointments as follows:

Accessibility Appeals Board

<u>Name</u>	<u>Position</u>	<u>Term</u>
Brian Mcmillian	Construction Representative	02/07/2018 to 06/30/2020

Library Commission

<u>Name</u>	<u>Position</u>	<u>Term</u>
Brian Mcmillian	Member	02/07/2018 to 6/30/2020

Traffic Safety Commission

<u>Name</u>	<u>Position</u>	<u>Term</u>
Zainab Alkhamaisi	MVUSD PTA Representative	02/07/2018 to 06/30/2019

Parks, Community Services and Trails Committee

<u>Name</u>	<u>Position</u>	<u>Term</u>
Yahir Oseguera	Teen Member	02/07/2018 to 06/30/2020

CITY COUNCIL GOALS

None

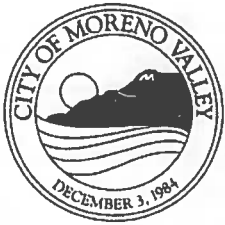
CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

1. Brian Mcmillian redacted
2. Zainab Alkhamaisi redacted
3. Yahir Oseguera redacted

APPROVALS



CITY CLERK
MORENO VALLEY
RECEIVED

17 OCT 10 AM 8:54

For City Clerk's Use
Stamp Date and Time Received

City of Moreno Valley

Boards and Commissions

Membership Application Form

Name Brian Mcmillian

Home Address: [Redacted] Moreno Valley
California.

How long have you resided in Moreno Valley? I have lived in MV for 7 years

CONFIDENTIAL INFORMATION

Home Phone No.: [Redacted] Driver's License No.: [Redacted]
Work Phone No.: [Redacted] Cell Phone No.: [Redacted]
E-mail Address: [Redacted]

Employer Name: Soaring Swine acers Position: Sales Representative
Address: 10060 Carol Yucapa 92399.

Board or Commission applying for*: 1st Choice Accessibility Appeals board (constu
2nd Choice Library Commission

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?
I wish to serve on this board because I'm highly intereste
in protecting my communities rights and that appeals were
being carried out in a fair way. AS for the library
commission, I'm interested in the wellfair of our old library.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:

I have served on the July fourth Advisory board, and
was given local ethics code training, social engineering
course, and the Brown Act training. Along with LCAP funding

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

It is muy important to understand that the appeals
board has limited powers meaning the counsel must review
all decisions. Although, the library commission has more power

What do you hope to accomplish by your participation?

I hope to bring new technology and building improvements
to our library by securing funding. Afor the library
Commission, while on the Accessibility board I wish to make sure
appeals are carried out in a fair decent manner consistent
with California Law.

Attachment: Brian Mcmillian redacted (2962 : MAYORAL APPOINTMENTS FOR THE ACCESSIBILITY BOARD, LIBRARY COMMISSION, TRAFFIC

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

I have been appointed as a member on the July fourth
Advisory board, I have also been the chief in Editor of
my School newspaper, I have also been apart of the
Watchtower Society, freely teaching.

What other areas of interest do you have in our City government?

I have interests in becoming a City Counsel
member one day. Along with interists in
being a traffic Saffety member.

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: Library Commission: September 21, 2017

Pursuant to Resolution 2016-43 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

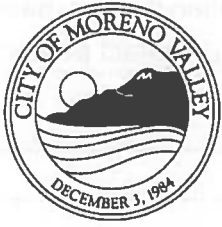
[Redacted Signature]

Signature

October 2, 2017

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED

17 NOV 28 PM 12:35

For City Clerk's Use
Stamp Date and Time Received

Name: Zainab Alkhamaisi

Home Address: [REDACTED]

How long have you resided in Moreno Valley? Moreno Valley 92557
2003

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License No.: [REDACTED]

Work Phone No.: [REDACTED] Email Address: [REDACTED]

Cell Phone No.: [REDACTED] Date of Birth: [REDACTED]

Employer Name: _____ Position: _____

Address: _____

Board or Commission applying for*: 1st Choice Traffic Safety

2nd Choice _____

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:

- Physically Challenged Person
- Person Experienced in Construction
- Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:

- Public Member
- Customer of Moreno Valley Utility
- Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?

I like to help

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:

resident in Moreno Valley

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

Street, traffic

What do you hope to accomplish by your participation?

make improvement as a parent

Attachment: Zainab Alkhamaisi redacted (2962 : MAYORAL APPOINTMENTS FOR THE ACCESSIBILITY BOARD, LIBRARY COMMISSION,

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

district employ and PTA

What other areas of interest do you have in our City government?

working for the government

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

Date(s) of the meeting(s) attended: attended in October.

Pursuant to Resolution 2016-43 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

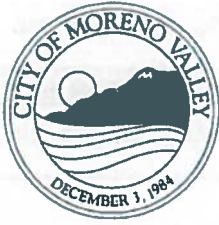
[Redacted Signature]

Signature

11-28-17
Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.

Attachment: Zainab Alkhamaisi redacted (2962 : MAYORAL APPOINTMENTS FOR THE ACCESSIBILITY BOARD, LIBRARY COMMISSION,



City of Moreno Valley

PARKS, COMMUNITY SERVICES AND TRAILS COMMITTEE

Teen Membership Application Form

CITY CLERK
MORENO VALLEY
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18 JAN 12 PM 3:20

For City Clerk's Use
Stamp Date and Time Received

Name: Yahir Oseguera

Home Address: [REDACTED] Moreno
Valley California

How long have you resided in Moreno Valley? _____

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED]

Driver's License No.: [REDACTED]

Work Phone No.: [REDACTED]

E-mail Address: [REDACTED]

Cell Phone No.: [REDACTED]

Date of Birth: [REDACTED]

Name of High School/Middle School: Moreno Valley High School

Address: 23300 Cottonwood Ave Moreno Valley, California
92553

Why do you wish to serve on this Committee?

I want to serve on this committee because I want to have a voice on the progression and development of my city.

List any education, training, or special skills, you have which may be relevant or of particular use to this Committee:

I am a 4.6 G.P.A honors and AP student that gives me an idea and maturity to deal with actions that can benefit our city

Explain briefly your understanding of what this Committee does, including its powers and limitations.

The committee meets and it decides on what a new project might get authorized although it is limited by it not being on the spot

What do you hope to accomplish by your participation?

I hope to have a way to see what is happening in my city and see how I can make a change

Attachment: Yahir Oseguera redacted (2962 : MAYORAL APPOINTMENTS FOR THE ACCESSIBILITY BOARD, LIBRARY COMMISSION, TRAFFIC

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency(ies) and dates served:

I am a member of the Parks and Rec Committee and have done alot of volunteer work with my schools. (Sunny Mead and Moval)

What other areas of interest do you have in our City government?

I want to be able to even one day, be mayor or join the city council to make bigger choices.

Would you be available for meetings during the day or evening?

Pursuant to Resolution 2016-42 all board or commission members must be registered voters of the City of Moreno Valley, provided they are at least 18 years old.

I hereby authorize the City of Moreno Valley to review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (Not applicable to minors)

I hereby agree to attend all committee meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or the appointing authority from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.

[Redacted Signature]

Signature

11/1/18

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.



Report to City Council

TO: Mayor and City Council

FROM: Kathleen Sanchez, Human Resources Director

AGENDA DATE: February 6, 2018

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.

Staffing of City positions ensures assignment of highly qualified and trained personnel to achieve Momentum MoVal priorities, objectives and initiatives.

FISCAL IMPACT

All position changes are consistent with appropriations previously approved by the City Council.

PREPARATION OF STAFF REPORT

Prepared By:
Denise Hansen
Executive Assistant

Department Head Approval:
Kathleen M. Sanchez
Human Resources Director

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Personnel Changes 2.6.18

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/26/18 1:51 PM
City Attorney Approval	<u>✓ Approved</u>	1/29/18 4:32 PM
City Manager Approval	<u>✓ Approved</u>	1/29/18 5:04 PM

**City of Moreno Valley
Personnel Changes
February 6, 2018**

New Hires

Geovanny Calvopina Gracia, Accounts Payable Supervisor
Financial & Management Services Department/Financial Operations Division

Andrea Rodriguez, Administrative Assistant
Fire Department/Fire Administration

Dennis Turner, Vehicle/Equipment Technician
Public Works Department/Maintenance & Operations Division

Laura Yavornicky, Payroll Supervisor
Human Resources Department/Payroll

Promotions

Gina Gonzalez
From: Executive Assistant I, City Attorney's Office
To: Executive Assistant II, City Manager's Office/City Attorney's Office

Transfers

None

Separations

Tony Speed, Traffic Signal Technician
Public Works Department/Transportation Division



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: February 6, 2018

TITLE: PAYMENT REGISTER - NOVEMBER 2017

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

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. November 2017 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/22/18 12:09 PM
City Attorney Approval	<u>✓ Approved</u>	1/23/18 3:09 PM
City Manager Approval	<u>✓ Approved</u>	1/24/18 2:23 PM



City of Moreno Valley
Payment Register
For Period 11/1/2017 through 11/30/2017

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>
BANC OF AMERICA PUBLIC CAPITAL CORP	21121	11/01/2017	W171103	DEBT SERVICE-2011 PRIV PLACEMNT REF OF 97 LRB-NOV 2017 PRIN & IN	\$308,820.00
Remit to: ATLANTA, GA					<u>FYTD:</u> \$308,820.00
COUNTY OF RIVERSIDE SHERIFF	21128	11/06/2017	SH0000031361	CONTRACT LAW ENFORCEMENT BILLING #01 (7/1-7/19/17)	\$1,924,846.17
	21263	11/27/2017	SH0000031621	CONTRACT LAW ENFORCEMENT BILLING #2 (7/20-8/16/17)	\$2,826,221.83
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$16,063,008.77
CRS CONSTRUCTION	21169	11/13/2017	FIRE_6_CEILING_T	WO #17-2105 FIRE STATION 6 REMODEL	\$27,065.28
		11/13/2017	FIRE_6-VINYL	WO #17-2105 FIRE STATION 6 REMODEL	
		11/13/2017	FIRE_6-2-1	WO #17-2105 FIRE STATION 6 REMODEL	
Remit to: CORONA, CA					<u>FYTD:</u> \$45,065.23
CT&T CONCRETE PAVING, INC.	232736	11/20/2017	CT4891	ADA PEDESTRIAN RAMP IMPROVEMENTS-CYCLE 6-CONSTRUCTION SVCS	\$47,107.08
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$252,831.10

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



City of Moreno Valley
Payment Register
 For Period 11/1/2017 through 11/30/2017

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>
DMS FACILITY SERVICES	21267	11/27/2017	RC-L110973	JANITORIAL SERVICES-CONFERENCE & REC CTR-NOV17	\$39,803.12
		11/27/2017	RC-L110982	JANITORIAL SERVICES-SUNNYMEAD MIDDLE/THINK-NOV17	
		11/27/2017	RC-L110981	JANITORIAL SERVICES-SENIOR CTR-NOV17	
		11/27/2017	RC-L110078	JANITORIAL SERVICES-LIBRARY-JUL17	
		11/27/2017	RC-L110980	JANITORIAL SERVICES-RED MAPLE PORTABLE-NOV17	
		11/27/2017	RC-L110970	JANITORIAL SERVICES-ANNEX 1-NOV17	
		11/27/2017	RC-L110978	JANITORIAL SERVICES-PUBLIC SAFETY BLDG-NOV17	
		11/27/2017	RC-L110977	JANITORIAL SERVICES-MARCH FIELD COMM CTR-NOV17	
		11/27/2017	RC-L110976	JANITORIAL SERVICES-LIBRARY-NOV17	
		11/27/2017	RC-L110983	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-NOV17	
		11/27/2017	RC-L110974	JANITORIAL SERVICES-EMERGENCY OP'S CTR-NOV17	
		11/27/2017	RC-L110808	JANITORIAL SERVICES-LIBRARY-OCT17	
		11/27/2017	RC-L110972	JANITORIAL SERVICES-CITY YARD/PERRIS OFFICE-NOV17	
		11/27/2017	RC-L110971	JANITORIAL SERVICES-CITY HALL-NOV17	
		11/27/2017	RC-L110975	JANITORIAL SERVICES-EMPLOYMENT RESOURCE CTR-NOV17	
		11/27/2017	L44540	SPECIAL CLEANING FOR OCT 2017 EVENT RENTALS-TOWNGATE COMM CTR	
		11/27/2017	RC-L110537	JANITORIAL SERVICES-LIBRARY-SEPT17	
		11/27/2017	RC-L110987	JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION- NOV17	
		11/27/2017	RC-L110986	JANITORIAL SERVICES-COTTONWOOD GOLF CTR-NOV17	
		11/27/2017	RC-L110984	JANITORIAL SERVICES-TOWNGATE COMM CTR-NOV17	
		11/27/2017	RC-L110979	JANITORIAL SERVICES-RAINBOW RIDGE PORTABLE-NOV17	
		11/27/2017	L44344	SPECIAL CLEANINGS 9/12-9/26/17 EVENT RENTAL-CONFERENCE & REC CTR	
		11/27/2017	L44541	SPECIAL CLEANINGS FOR OCT 2017 EVENT RENTALS- COTTONWOOD GOLF CTR	
		11/27/2017	L44542	SPECIAL CLEANINGS 10/7-10/14/17 EVENT RENTAL- CONFERENCE & REC CTR	

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



City of Moreno Valley
Payment Register
For Period 11/1/2017 through 11/30/2017

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

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
Remit to: SOUTH PASADENA, CA					FYTD: \$175,093.06
DMS FACILITY SERVICES		11/27/2017	L44543	SPECIAL CLEANINGS 10/16-10/30/17 EVENT RENTAL-CONFERENCE & REC CTR	
		11/27/2017	RC-L110989	JANITORIAL SERVICES-CITY YARD/SANTIAGO OFFICE-NOV17	
		11/27/2017	RC-L110302	JANITORIAL SERVICES-LIBRARY-AUG17	
		11/27/2017	RC-L110969	JANITORIAL SERVICES-ANIMAL SHELTER-NOV17	
		11/27/2017	RC-L110985	JANITORIAL SERVICES-TRANSPORTATION TRAILER-NOV17	
Remit to: LOS ANGELES, CA					FYTD: \$1,076,357.91
EASTERN MUNICIPAL WATER DISTRICT	232737	11/20/2017	OCT-17 11/20/17	WATER CHARGES	\$61,192.16
	232783	11/27/2017	OCT-17 11/27/17	WATER CHARGES	\$40,438.44
Remit to: ANAHEIM, CA					FYTD: \$2,935,908.16
ENCO UTILITY SERVICES MORENO VALLEY LLC	21220	11/20/2017	0402-MF-02025	SOLAR METER INSTALLATION	\$395,428.42
		11/20/2017	0402-MF-02024	SOLAR METER INSTALLATION	
		11/20/2017	0405-1-227	DISTRIBUTION CHARGES 9/15-10/17/17	
		11/20/2017	0402-MF-02048	SOLAR METER INSTALLATION	
		11/20/2017	0402-MF-02046	SOLAR METER INSTALLATION	
		11/20/2017	0402-MF-02043	SOLAR METER INSTALLATION	
		11/20/2017	0402-MF-02042	SOLAR METER INSTALLATION	
Remit to: BALTIMORE, MD					FYTD: \$3,983,861.92
EXELON GENERATION COMPANY, LLC	21222	11/20/2017	MVEU-00053A	POWER PURCHASE 10/1-10/31/17	\$646,978.56

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



City of Moreno Valley
Payment Register
For Period 11/1/2017 through 11/30/2017

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

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
FIRST INDUSTRIAL, L. P.	232810	11/27/2017	11212017	REIMBURSEMENT FOR ELECTRIC BACKBONE SYSTEMS	\$84,304.50
Remit to: EL SEGUNDO, CA					FYTD: \$84,304.50
GRAVES & KING, LLP	21132	11/06/2017	1709-0009808-04	LEGAL SERVICES-CLAIM MV1622 (K. CABRERA)	\$39,946.52
		11/06/2017	1709-0009954-03	LEGAL SERVICES-CLAIM MV1445 (D. KIEFER)	
		11/06/2017	1709-0009953-04	LEGAL SERVICES-CLAIM MV1674 (B. CONTRERAS)	
		11/06/2017	1709-0009936-05	LEGAL SERVICES-CLAIM MV1707 (T. HUFF)	
Remit to: RIVERSIDE, CA					FYTD: \$196,854.31
HIGH COUNTRY LINE CONSTRUCTION, INC.	21226	11/20/2017	478097	KITCHING SUBSTATION AND SWITCHYARD-PAY ESTIMATE #7	\$272,653.83
Remit to: HENDERSON, CO					FYTD: \$1,560,217.21
HOT LINE CONSTRUCTION, INC	21133	11/06/2017	80218	KITCHING SUBSTATION #2-8 - PAY APPLICATION #6	\$45,230.64
Remit to: IRVING, TX					FYTD: \$1,813,607.52
KYA SERVICES LLC.	21230	11/20/2017	1-1-11718	REPLACEMENT OF SLATE FLOOR-CONFERENCE & REC CTR	\$32,282.14
Remit to: SANTA ANA, CA					FYTD: \$51,960.30
LIBRARY SYSTEMS & SERVICES, LLC	21140	11/06/2017	SI-002577	LIBRARY I.T. SERVICES-OCT17	\$127,363.01
		11/06/2017	SI-002576	LIBRARY CONTRACTUAL SERVICES & MATERIALS-OCT17	
Remit to: ROCKVILLE, MD					FYTD: \$865,680.69

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



City of Moreno Valley
Payment Register
 For Period 11/1/2017 through 11/30/2017

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>
MARIPOSA LANDSCAPES, INC.	21236	11/20/2017	78371	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-SEP17	\$28,550.37
		11/20/2017	78367	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-SEP17	
		11/20/2017	78368	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-SEP17	
		11/20/2017	78369	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-SEP17	
		11/20/2017	78370	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-SEP17	
		11/20/2017	78374	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-SEP17	
		11/20/2017	78378	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-SEP17	
		11/20/2017	78373	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-SEP17	
		11/20/2017	78383	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-SEP17	
		11/20/2017	78375	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-SEP17	
		11/20/2017	78692	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-OCT17	
		11/20/2017	78377	LANDSCAPE MAINT.-ANIMAL SHELTER-SEP17	
		11/20/2017	78688	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-OCT17	
		11/20/2017	78379	LANDSCAPE MAINT.-CITY YARD-SEP17	
		11/20/2017	78698	LANDSCAPE MAINT.-ANIMAL SHELTER-OCT17	
		11/20/2017	78694	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-OCT17	
		11/20/2017	78372	LANDSCAPE MAINT.-NORTH AQUEDUCT-SEP17	
		11/20/2017	78382	LANDSCAPE MAINT.-LIBRARY-SEP17	
		11/20/2017	78472	LANDSCAPE EXTRA WORK-SEP17-SD LMD ZN 02/REPLACE 2 SOLENOIDS	
		11/20/2017	78471	LANDSCAPE EXTRA WORK-SEP17-SD LMD ZN 02/REPLACE WORN ROTOR HEADS	
		11/20/2017	78470	LANDSCAPE EXTRA WORK-SEP17-SD LMD ZN 02/REPLACE WORN 2" VALVE	

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



**City of Moreno Valley
Payment Register
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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>
MARIPOSA LANDSCAPES, INC.		11/20/2017	78690	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY TO GRAHAM-OCT17	
		11/20/2017	78473	LANDSCAPE EXTRA WORK-SEP17-SD LMD ZN 02/INSTALL WOOD FENCE POLE	
		11/20/2017	78695	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-OCT17	
		11/20/2017	78390	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-SEP17	
		11/20/2017	78689	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-OCT17	
		11/20/2017	78691	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-OCT17	
		11/20/2017	78384	LANDSCAPE MAINT.-SENIOR CENTER-SEP17	
		11/20/2017	78693	LANDSCAPE MAINT.-NORTH AQUEDUCT-OCT17	
		11/20/2017	78376	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-SEP17	
		11/20/2017	78469	LANDSCAPE EXTRA WORK-SEP17-SD LMD ZN 02/FIRE DAMAGED IRRIGATION REPAIR	
		11/20/2017	78706	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-OCT17	
		11/20/2017	78380	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-SEP17	
		11/20/2017	78711	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-OCT17	
		11/20/2017	78705	LANDSCAPE MAINT.-SENIOR CENTER-OCT17	
		11/20/2017	78704	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-OCT17	
		11/20/2017	78703	LANDSCAPE MAINT.-LIBRARY-OCT17	
		11/20/2017	78702	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-OCT17	
		11/20/2017	78701	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-OCT17	
		11/20/2017	78700	LANDSCAPE MAINT.-CITY YARD-OCT17	
		11/20/2017	78699	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-OCT17	
		11/20/2017	78696	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-OCT17	
		11/20/2017	78697	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-OCT17	

Remit to: IRWINDALE, CA

FYTD: \$167,924.32

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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>
MERCHANTS LANDSCAPE SERVICES INC	21237	11/20/2017	50702	LANDSCAPE MAINT.-SD LMD ZN 03 & 03A-SEP 2017	\$25,013.88
		11/20/2017	50706	LANDSCAPE MAINT.-SD LMD ZN 04-SEP 2017	
		11/20/2017	50707	LANDSCAPE MAINT.-ZONES E-8, SD LMD ZN 05, 06 & 07-SEP 2017	
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$451,967.73
MICON CONSTRUCTION, INC.	21180	11/13/2017	7846-01	GATEWAY PARK SWING INSTALLATION & ADDITIONAL FIBAR FOR PLAY AREA	\$36,068.00
Remit to: PLACENTIA, CA					<u>FYTD:</u> \$36,068.00
MORENO VALLEY UTILITY	232660	11/06/2017	NOV-17 11/6/17	ELECTRICITY CHARGES	\$83,060.72
Remit to: HEMET, CA					<u>FYTD:</u> \$479,334.05
NATIONWIDE COST RECOVERY SERVICES, LLC	21238	11/20/2017	MV M25-A	CONSULTANT SERVICES-FORECLOSURE REGISTRATION PROGRAM-SEP17	\$36,480.00
		11/20/2017	MV M26-A	CONSULTANT SERVICES-FORECLOSURE REGISTRATION PROGRAM-OCT17	
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$109,420.00
ONESOURCE DISTRIBUTORS, INC.	21183	11/13/2017	S5543291.005	PURCHASE OF SMART METER-MV UTILITY	\$99,514.67
		11/13/2017	S5543291.009	PURCHASE OF SMART METERS-MV UTILITY	
		11/13/2017	S5543291.004	PURCHASE OF SMART METER-MV UTILITY	
		11/13/2017	S5543291.010	PURCHASE OF SMART METERS-MV UTILITY	
	21239	11/20/2017	S5670762.001	PURCHASE OF SMART METERS-MV UTILITY	\$52,234.61
Remit to: OCEANSIDE, CA					<u>FYTD:</u> \$418,383.12

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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>
RCCD FOUNDATION	232793	11/27/2017	PROMISE INIT.	PAYMENT FOR MORENO VALLEY COLLEGE PROMISE INITIATIVE- MOU 8/15/17	\$50,000.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$50,090.00
RS CONSTRUCTION SERVICES	232732	11/13/2017	1	CONSTRUCTION SERVICES FOR MV MALL LIBRARY BRANCH PROJECT	\$32,442.50
	232777	11/20/2017	2	PROGRESS BILLING FOR MV MALL LIBRARY BRANCH PROJECT WORK	\$49,637.50
Remit to: UPLAND, CA					<u>FYTD:</u> \$82,080.00
SOCAL OFFICE TECHNOLOGIES, INC.	21256	11/21/2017	IN407638	QUARTERLY COPY MACHINES LEASE 7/1-9/30/17	\$27,766.79
		11/21/2017	IN447528	QUARTERLY COPY MACHINES LEASE 10/1-12/31/17	
		11/21/2017	IN436538	COPY MACHINES BILLABLE CHARGES FOR PERIOD 6/15-9/14/17	
Remit to: CYPRESS, CA					<u>FYTD:</u> \$32,594.61

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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>
SOCO GROUP, INC	21246	11/20/2017	0430813-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$69,071.91
		11/20/2017	0441141-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0437120-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0425296-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0442979-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0435375-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0423436-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0439979-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0438285-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0428638-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0431073-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0419425-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0429466-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0432311-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0447174-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0422251-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0451923-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0450128-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0444247-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0420503-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0448932-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0445874-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0453133-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0426194-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0414249-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0416090-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0417524-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		11/20/2017	0434191-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	

Remit to: PERRIS, CA

FYTD: \$110,680.34

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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	232710	11/13/2017	OCT-17 11/13/17	ELECTRICITY CHARGES	\$94,417.81
	232711	11/13/2017	7500832351	WDAT CHARGES-MVU/FREDERICK AVE.-SEP17	\$97,928.99
		11/13/2017	7500832455	RELIABILITY SERVICE-DLAP_SCE_TS10-JUL17	
		11/13/2017	7500832352	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-SEP17	
		11/13/2017	7500832355	WDAT CHARGES-MVU/24417 NANDINA AVE SUBSTATION-SEP17	
		11/13/2017	7500832349	WDAT CHARGES-MVU/GLOBE ST.-SEP17	
		11/13/2017	7500832348	WDAT CHARGES-MVU/GRAHAM ST.-SEP17	
		11/13/2017	7500832347	WDAT CHARGES-MVU/IRIS AVE.-SEP17	
		11/13/2017	7500832350	WDAT CHARGES-MVU/NANDINA AVE.-SEP17	
	232753	11/20/2017	OCT-17 11/20/17	ELECTRICITY CHARGES	\$72,676.03
		11/20/2017	587-9520/OCT-17	ELECTRICITY-FERC CHARGES/MVU	
		11/20/2017	707-6081/OCT-17	ELECTRICITY CHARGES	
		11/20/2017	721-3449/OCT-17	IFA CHARGES-SUBSTATION	
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$1,432,798.04
STATE BOARD OF EQUALIZATION 1	21309	11/22/2017	103117	SALES & USE TAX REPORT 10/1-10/31/17	\$34,056.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$64,434.00
TENASKA ENERGY, INC	21300	11/27/2017	MOREN0020171121	ELECTRICITY POWER PURCHASE/RESOURCE ADEQUACY-MV UTILITY	\$560,812.57
Remit to: ARLINGTON, TX					<u>FYTD:</u> \$2,848,590.05

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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>
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	21195	11/13/2017	201711	RETIREE MEDICAL BENEFIT BILLING-NOV17	\$45,256.64
Remit to: TEMECULA, CA					<u>FYTD:</u> \$222,389.25
THINK TOGETHER, INC	21151	11/06/2017	111-17/18-4	ASES PROGRAM MANAGEMENT SERVICES-INSTALLMENT #4	\$541,225.08
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$2,171,760.16
TWRITE, INC.	232801	11/27/2017	17-00117	CITY WEBSITE MAINTENANCE & SUPPORT SERVICES	\$33,023.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$33,023.00
U.S. BANK/CALCARDS	21155	11/06/2017	10-27-17	CALCARD ACTIVITY-OCT17	\$258,556.61
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$1,212,465.58
VIRGINIA TRANSFORMER CORP	21160	11/06/2017	HA649-050317 BAL	BALANCE OF FINAL INVOICE FOR KITCHING SUBSTATION TRANSFORMERS	\$100,000.00
Remit to: ROANOKE, VA					<u>FYTD:</u> \$308,111.54
WASTE MANAGEMENT	232672	11/06/2017	102517	SOLID WASTE DELINQUENCIES PASS THRU, LESS FRANCHISE FEES	\$68,539.80
Remit to: CORONA, CA					<u>FYTD:</u> \$97,080.13
WELLS FARGO CORPORATE TRUST	21257	11/15/2017	W171102	2013 TRIP COPS DEBT SERVICE	\$483,183.09
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$5,125,933.96
WHITNEY POINT SOLAR, LLC	21206	11/13/2017	397444	RENEWABLE ENERGY-MV UTILITY/JUL-OCT17	\$47,476.35
		11/13/2017	388824	RENEWABLE ENERGY-MV UTILITY-AUG17	
Remit to: JUNO BEACH, FL					<u>FYTD:</u> \$142,399.71

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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>
WRCOG - WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	21251	11/20/2017	OCT-2017 TUMF	TUMF FEES COLLECTED 10/1-10/31/17-RESIDENTIAL & INDUSTRIAL	\$2,065,071.28
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,026,244.28
WRCRCA	21122	11/01/2017	W171104	OUTSTANDING MSHCP FEES DUE	\$35,000.00
	232714	11/13/2017	OCT-2017 MSHCP	MSHCP FEES COLLECTED OCT17-COMMERCIAL/INDUSTRIAL & RESIDENTIAL	\$609,201.82
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,018,880.04
WSP USA, INC.	21207	11/13/2017	AR 740006	SUNNYMEAD MASTER DRAINAGE PLAN-CONSULTANT SVCS	\$121,802.95
	21307	11/27/2017	747263	HUBBARD ST STORM DRAIN-CONSULTANT SVCS	\$28,972.14
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$183,979.92
TOTAL AMOUNTS OF \$25,000 OR GREATER					\$12,806,722.8

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
452ND AIR MOBILITY WING	232778	11/27/2017	11-18-17 EVENT	MILITARY BALL DINNER TICKET-COUNCIL MEMBER MARQUEZ	\$65.00
Remit to: MARCH ARB, CA					FYTD: \$130.00
ADLERHORST INTERNATIONAL LLC	21124	11/06/2017	90823	MISC SUPPLIES FOR K-9 MADDOX	\$16.16
	21258	11/27/2017	90892	MISC SUPPLIES FOR K-9 ARKAN & MADDOX	\$43.10
Remit to: RIVERSIDE, CA					FYTD: \$27,098.79
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	21210	11/20/2017	42218	ICE MACHINE MAINT & WATER FILTER-FIRE STATION 58	\$287.77
	21259	11/27/2017	42219	ICE MACHINE MAINT & WATER FILTER-FIRE STATION 99	\$266.22
Remit to: RIVERSIDE, CA					FYTD: \$780.99
ADVANCED ELECTRIC	232692	11/13/2017	12803	ELECTRICAL WORK-CITY HALL STAIRWAY LIGHT	\$459.52
Remit to: RIVERSIDE, CA					FYTD: \$30,541.21
AEI-CASC ENGINEERING	21211	11/20/2017	38015	PLAN CHECK SVCS-PWQMP	\$861.00
Remit to: COLTON, CA					FYTD: \$12,253.00
AIR EXCHANGE INC	21125	11/06/2017	41241	PLYMOVENT MAINT & REPAIR-FIRE STATION 99	\$668.42
Remit to: FAIRFIELD, CA					FYTD: \$868.17
ALDI, INC.	232758	11/20/2017	MVU 7014047-01	SOLAR PBI INCENTIVE REBATE	\$14,986.98
Remit to: MORENO VALLEY, CA					FYTD: \$56,480.31
ALLIANT INSURANCE SERVICES	232648	11/06/2017	3RD QTR-FY17/18	SPECIAL EVENT INSURANCE-FY17/18 PREMIUMS	\$6,948.00
Remit to: NEWPORT BEACH, CA					FYTD: \$14,935.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
AMTECH ELEVATOR SERVICES	21161	11/13/2017	DVB05044B17	ELEVATOR ROUTINE MAINT-CITY HALL-NOV 2017	\$295.00
		11/13/2017	DVB05046B17	ELEVATOR ROUTINE MAINT-EMERGENCY OP'S CTR-NOV 2017	
Remit to: PASADENA, CA					FYTD: \$4,670.00
ANIMAL HEALTH AND SANITARY SUPPLY	232779	11/27/2017	INV4993	MISC KENNEL SUPPLIES	\$657.30
Remit to: RIVERSIDE, CA					FYTD: \$1,685.48
APPLE ONE EMPLOYMENT SERVICES	21126	11/06/2017	01-4656233	TEMPORARY CLERICAL SUPPORT 10/16-10/20/17 (E. OYARZABAL)	\$769.53
	21162	11/13/2017	01-4656234	TEMPORARY STAFFING-PAYROLL 10/16-10/19/17 (J. DEJOLIE)	\$1,157.76
	21260	11/27/2017	01-4673616	TEMPORARY CLERICAL SUPPORT 10/30-11/3/17 (E. OYARZABAL)	\$1,627.20
		11/27/2017	01-4666312	TEMPORARY CLERICAL SUPPORT 10/23-10/27/17 (E. OYARZABAL)	
Remit to: GLENDALE, CA					FYTD: \$29,842.16
ARCHITECTURAL SIGN IDENTITY INC.	21212	11/20/2017	500	DEDICATION PLAQUE-KITCHING SUBSTATION	\$1,427.16
Remit to: SAN JACINTO, CA					FYTD: \$2,854.33
ARIZALA, MARIA	232674	11/06/2017	R17-114291	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
ARIZALA, MARIA AMPARO	232805	11/27/2017	R17-114291	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
AUTOMATIC STOREFRONT SERVICE/E-Z AUTOMATED SYSTEMS	232649	11/06/2017	0029941	REPAIRED EOC MAIN LOBBY DOOR SLIDERS	\$3,048.95
	232733	11/20/2017	0030009	SLIDING GLASS DOORS REPAIR-SENIOR CTR	\$1,045.66
Remit to: CHINO, CA					FYTD: \$10,193.86
AVANT GARDE	21261	11/27/2017	4602	HOME FUNDING COMPLIANCE SVCS-OCT 2017	\$7,257.50
		11/27/2017	4587	ESG PROGRAM MONITORING SVCS-OCT 2017	
		11/27/2017	4584	PREPARATION OF THE CONSOLIDATED PLAN-OCT 2017	
		11/27/2017	4585	ASSESSMENT OF FAIR HOUSING SVCS-OCT 2017	
Remit to: POMONA, CA					FYTD: \$43,660.00
BAGLEY, JEANNINE	232675	11/06/2017	R17-114264	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
BARBIER, TAMARA	232759	11/20/2017	R17-115788	ANIMAL SERVICES REFUND-LATE LICENSE FEE	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
BOSCO LEGAL SERVICE, INC.	21163	11/13/2017	STMT27232	LEGAL COURIER SERVICES 8/17-10/27/17	\$3,231.50
Remit to: RIVERSIDE, CA					FYTD: \$6,056.30
BOVEE, SUSAN G.	232715	11/13/2017	10/11-10/13/17	TRAVEL PER DIEM, MILEAGE & LODGING FOR CMRTA ANNUAL CONFERENCE	\$646.38
Remit to: HEMET, CA					FYTD: \$646.38

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BOX SPRINGS MUTUAL WATER COMPANY	232694	11/13/2017	45-4 10/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$489.11
		11/13/2017	1088-1 10/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		11/13/2017	1086-1 10/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		11/13/2017	1087-1 10/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		11/13/2017	189-13 10/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		11/13/2017	204-9 10/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		11/13/2017	1085-1 10/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		11/13/2017	195-5 10/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		11/13/2017	1084-1 10/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		11/13/2017	80-4 10/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
	11/13/2017	721-1 10/30/17	WATER USAGE (OCT INV)-SD LMD ZN 01-TOWNGATE		
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,558.26
BOY SCOUTS OF AMERICA	232718	11/13/2017	1457948	CONFERENCE & REC CTR. RENTAL REFUND	\$446.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$1,946.00
BRADLEY, ALICE	232676	11/06/2017	R17-114062	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BRAUN BLAISING SMITH WYNNE, P.C.	232650	11/06/2017	16767	LEGAL SERVICES-MV UTILITY-JUL17	\$20,224.66
		11/06/2017	16822	LEGAL SERVICES-MV UTILITY-AUG17	
		11/06/2017	16871	LEGAL SERVICES-MV UTILITY-SEPT17	
Remit to: SACRAMENTO, CA					FYTD: \$26,321.34
BRIGHTVIEW LANDSCAPE DBA MARINA LANDSCAPE, INC	21164	11/13/2017	5431240	LANDSCAPE MAINT-ZONES D, M & S-SEPT17	\$16,508.37
		11/20/2017	5449110	BEE(S) REMOVAL-ZONE D	\$5,820.00
		11/20/2017	5486815	MULCH INSTALLATION-ZONE D	
Remit to: RIVERSIDE, CA					FYTD: \$56,052.36
BRIXTON-ALTO SHOPPING CENTER, LLC	232780	11/27/2017	DEC 2017 RENT	RENT (INCLUDING CAM)-EMPLOYMENT RESOURCE CTR-DEC17	\$7,335.83
Remit to: SAN DIEGO, CA					FYTD: \$36,679.15
BUREAU OF OFFICE SERVICES, INC	21262	11/27/2017	88154	TRANSCRIPTION SERVICES-OCT17	\$299.64
Remit to: BURR RIDGE, IL					FYTD: \$2,229.71
BUREAU VERITAS NORTH AMERICA, INC	21214	11/20/2017	1390323	PLAN CHECK SERVICES-TR 24203/P13-027/P06-171	\$3,540.00
Remit to: LOS ANGELES, CA					FYTD: \$16,900.00
CA REGIONAL WATER QUALITY CONTROL BOARD	232734	11/20/2017	111517 Fee	COTTONWOOD BASIN- CERTIFICATION APPLICATION FEE	\$8,772.00
Remit to: RIVERSIDE, CA					FYTD: \$9,492.00
CALIFORNIA FACILITY SPECIALTIES	232695	11/13/2017	2683	GYM BASKETBALL HOOP SWITCH-CONFERENCE & REC CTR	\$605.69
Remit to: WATERFORD, CT					FYTD: \$5,079.69

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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>
CALIFORNIA WATERSHED ENGINEERING CORP.	21215	11/20/2017	17648	PLAN CHECK SVCS-PWQMP-SEPT 2017	\$5,836.00
Remit to: FULLERTON, CA					FYTD: \$12,326.34
CALVARY CHAPEL	232719	11/13/2017	1458546	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$275.00
CANON SOLUTIONS AMERICA, INC.	21127	11/06/2017	110303117103	COPIER SVC-EMPLOYMENT RESOURCE CTR-JUL THRU SEPT 2017	\$2,699.72
Remit to: CHICAGO, IL					FYTD: \$5,256.51
CASTILLO, AZALIA	232677	11/06/2017	R17-113704	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$75.00
CECCARELLI, CHRISTOPHER	232678	11/06/2017	R17-114559	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MURRIETA, CA					FYTD: \$75.00
CEMEX	232735	11/20/2017	9436615186	MIXED CONCRETE MATERIALS	\$3,667.84
Remit to: PASADENA, CA					FYTD: \$4,299.42
CHANDLER ASSET MANAGEMENT, INC	21165	11/13/2017	1710MORENOVA	INVESTMENT MANAGEMENT SVCS-OCT 2017	\$4,236.06
Remit to: SAN DIEGO, CA					FYTD: \$21,167.08
COGENT COMMUNICATIONS, INC	21216	11/20/2017	1112017	SECONDARY INTERNET CONNECTION	\$1,751.89
Remit to: BALTIMORE, MD					FYTD: \$8,655.89

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COLON, FIDEL	232806	11/27/2017	R17-113241	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
COLONIAL SUPPLEMENTAL INSURANCE	232696	11/13/2017	7133069-1101552	EMPLOYEE SUPPLEMENTAL INSURANCE	\$6,018.00
Remit to: COLUMBIA, SC					FYTD: \$30,668.88
COMMUNITY NOW	21166	11/13/2017	2011-HSIP	SAFE ROUTES TO SCHOOL OUTREACH PROGRAM-CONSULTANT SVCS	\$2,142.21
Remit to: MORENO VALLEY, CA					FYTD: \$46,454.15
CORNISH, GRETA	232679	11/06/2017	R17-115121	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
	232807	11/27/2017	R17-115121	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: SAN DIEGO, CA					FYTD: \$95.00
COSTAR REALTY INFORMATION, INC	232651	11/06/2017	105512014	COMMERCIAL REAL ESTATE DATABASE SVC-NOV 2017	\$1,074.17
Remit to: BALTIMORE, MD					FYTD: \$5,370.85
COUNTRY SQUIRE ESTATES	232697	11/13/2017	SEPT 2017	UUT REFUND FOR SEPT 2017	\$27.92
Remit to: ONTARIO, CA					FYTD: \$156.63
COUNTS UNLIMITED, INC.	21167	11/13/2017	17539	TRAFFIC DATA COLLECTION	\$620.00
		11/13/2017	17505	TRAFFIC DATA COLLECTION	
Remit to: CORONA, CA					FYTD: \$4,580.00

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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>
COUNTY OF RIVERSIDE	232652	11/06/2017	IT0000001361	APX 7500M DUAL BAND & HPD MODEM MAINT	\$2,945.35
	232698	11/13/2017	20170506	CERT TRAINING-EMD	\$1,096.60
	232781	11/27/2017	17-345798	RECORDATION-LIEN	\$85.00
		11/27/2017	17-340715	RECORDATION-MAP ASSESSMENT/BOUNDARY	
Remit to: RIVERSIDE, CA					FYTD: \$50,671.22
CRANK, HEATHER	232680	11/06/2017	R17-114089	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
CREASON AND AARVIG, LLP	232699	11/13/2017	32462-SEPT17	LEGAL SERVICES-CLAIM MV1720 (T. WILSON)	\$8,119.62
		11/13/2017	32456-SEPT17a	LEGAL SERVICES-CLAIM MV1664 (E. SPENCE)	
		11/13/2017	32455-SEPT17	LEGAL SERVICES-CLAIM MV1617 (M. CUTHERELL)	
Remit to: RIVERSIDE, CA					FYTD: \$23,920.74
CRIME SCENE STERI-CLEAN, LLC	21168	11/13/2017	37566	BIO HAZARD REMOVAL SERVICE	\$750.00
	21264	11/27/2017	37587	BIO HAZARD REMOVAL SERVICE	\$750.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$6,150.00
CUTWATER INVESTOR SERVICES CORP	21170	11/13/2017	21873A	INVESTMENT MANAGEMENT SVCS-SEPT 2017	\$8,306.92
		11/13/2017	21821A	INVESTMENT MANAGEMENT SVCS-AUG 2017	
		11/13/2017	21769A	INVESTMENT MANAGEMENT SVCS-JUL 2017	
Remit to: DENVER, CO					FYTD: \$13,822.44
CZERNY, MELISSA	232808	11/27/2017	1459622 1459623	REFUND-CANCELLED WINTER BASKETBALL TEEN LEAGUE CLASS	\$92.00
Remit to: MORENO VALLEY, CA					FYTD: \$92.00

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D&D SERVICES DBA D&D DISPOSAL, INC.	232782	11/27/2017	56593	DECEASED ANIMAL REMOVAL SVC-OCT17	\$745.00
Remit to: VALENCIA, CA					<u>FYTD:</u> \$3,725.00
DAILEY, FELESIA	232809	11/27/2017	1459561	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$200.00
DANE CONSTRUCTION	21265	11/27/2017	11142017-01	CEILING WORK-FIRE STATION 48	\$4,200.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$76,086.77
DATA TICKET, INC.	21171	11/13/2017	82991	ADMIN CITATION PROCESSING-PD-SEPT17	\$73.00
	21217	11/20/2017	81668	ADMIN CITATION PROCESSING-NPDES-JUL17	\$308.20
	21266	11/27/2017	82988TPC	THIRD PARTY COLLECTIONS-ANIMAL SVCS-SEPT17	\$568.51
		11/27/2017	82989	ADMIN CITATION PROCESSING-BLDG & SAFETY-SEPT17	
		11/27/2017	82988	ADMIN CITATION PROCESSING-ANIMAL SVCS-SEPT17	
Remit to: IRVINE, CA					<u>FYTD:</u> \$159,620.84
DAVIS, CHERYL	232760	11/20/2017	R17-113295	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSIT	\$95.00
Remit to: YUCCA VALLEY, CA					<u>FYTD:</u> \$95.00
DEBRON GRAPHICS	21218	11/20/2017	NOV-2017	INSTRUCTOR SERVICES-CREATIVE WRITING CLASS	\$22.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$43.20
DELONE, RAYMOND	232681	11/06/2017	R17-115007	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$62.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$62.00
DELTA DENTAL OF CALIFORNIA	21172	11/13/2017	BE002485187	EMPLOYEE DENTAL INSURANCE-PPO	\$11,823.39
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$58,940.07

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DELTACARE USA	21173	11/13/2017	BE002486014	EMPLOYEE DENTAL INSURANCE-HMO	\$4,409.65
Remit to: DALLAS, TX					FYTD: \$22,838.26
DUVAL, ROBERTA	21219	11/20/2017	OCT-2017	INSTRUCTOR SERVICES-CPR & FIRST AID CLASS	\$1,081.60
		11/20/2017	AUG-2017	INSTRUCTOR SERVICES-CPR & FIRST AID CLASS	
		11/20/2017	JUN-2017	INSTRUCTOR SERVICES-CPR & FIRST AID CLASS	
Remit to: SUN CITY, CA					FYTD: \$1,081.60
E.R. BLOCK PLUMBING & HEATING, INC.	21268	11/27/2017	125105	BACKFLOW DEVICE TESTS-CONFERENCE & REC CTR	\$100.00
		11/27/2017	125123	BACKFLOW DEVICE TESTS-FIRE STATION 2	
		11/27/2017	124949	BACKFLOW DEVICE TESTS-CITY HALL	
Remit to: RIVERSIDE, CA					FYTD: \$8,308.13
EASTERN MUNICIPAL WATER DISTRICT	232654	11/06/2017	OCT-17 11/6/17	WATER CHARGES	\$19,366.91
	232700	11/13/2017	OCT-17 11/13/17	WATER CHARGES	\$7,557.63
	232716	11/13/2017	SO 33225, 246293	WATER METER AND INSPECTION FEES FOR KITCHING SUBSTATION PROJECT	\$11,268.00
Remit to: LOS ANGELES, CA					FYTD: \$1,076,357.91
ECORP CONSULTING, INC.	21269	11/27/2017	82562	COTTONWOOD BASIN-ENVIRONMENTAL DOCUMENTS SERVICES	\$1,496.94
Remit to: ROCKLIN, CA					FYTD: \$23,157.60
EMERGENT BATTERY TECHNOLOGIES, INC.	21270	11/27/2017	31793	REPLACEMENT BATTERIES (40) FOR BATTERY BACKUP SYSTEMS	\$5,513.70
Remit to: ANAHEIM, CA					FYTD: \$16,541.10

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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>
EMPLOYMENT DEVELOPMENT DEPARTMENT	21308	11/20/2017	3RD QTR 2017	UNEMPLOYMENT INSURANCE CLAIMS 7/1-9/30/17	\$4,131.10
Remit to: SACRAMENTO, CA					FYTD: \$15,145.96
ENCO UTILITY SERVICES MORENO VALLEY LLC	21129	11/06/2017	0402-MF-02035	SOLAR METER INSTALLATION	\$4,152.00
		11/06/2017	0402-MF-02010	SOLAR METER INSTALLATION	
		11/06/2017	0402-MF-02038	SOLAR METER INSTALLATION	
		11/06/2017	0402-MF-02033	SOLAR METER INSTALLATION	
		11/06/2017	0402-MF-02032	SOLAR METER INSTALLATION	
		11/06/2017	0402-MF-02034	SOLAR METER INSTALLATION	
		11/06/2017	0402-MF-02039	SOLAR METER INSTALLATION	
		11/06/2017	0402-MF-02040	SOLAR METER INSTALLATION	
	21271	11/27/2017	0402-MF-01994 RE	METER REPLACEMENT	\$860.19
Remit to: ANAHEIM, CA					FYTD: \$2,935,908.16
ENNIS PAINT INC/AMERICAN TRAFFIC PRODUCTS	21272	11/27/2017	338711	TRAFFIC PAINT & MATERIALS	\$1,019.32
	232693	11/13/2017	17-22319	TRAFFIC PAINT SUPPLIES	\$226.28
Remit to: CHARLOTTE, NC					FYTD: \$8,619.69
ENRIQUEZ-BONOLA, KIMBERLY	232720	11/13/2017	R17-113648	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: NORTH LAS VEGAS, NV					FYTD: \$75.00
EVANS ENGRAVING & AWARDS	21221	11/20/2017	102417-18	RETIREMENT PLAQUE FOR ALEX RAMIREZ	\$43.10
	21273	11/27/2017	102317-17	NAMEPLATE FOR ANGELA MEDINA	\$19.40
Remit to: BANNING, CA					FYTD: \$537.57

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EXCEL LANDSCAPE, INC	21174	11/13/2017	91534A	IRRIGATION REPAIRS-WQB/NPDES	\$178.04
		11/13/2017	91645A	IRRIGATION REPAIRS-WQB/NPDES	
Remit to: CORONA, CA					FYTD: \$28,187.25
FAHIE, JERRY	232701	11/13/2017	101217 - 102617	SPORTS OFFICIATING SERVICES-SOFTBALL	\$210.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,428.00
FALCON ENGINEERING SERVICES, INC.	21223	11/20/2017	2012-34	STATE ROUTE 60/NASON ST OVERCROSSING-CONSULTANT SERVICES	\$15,389.00
Remit to: CORONA, CA					FYTD: \$15,389.00
FERGUSON, ROBERT WALLACE	21175	11/13/2017	100817	SPORTS OFFICIATING SERVICES-SOFTBALL	\$63.00
Remit to: RIVERSIDE, CA					FYTD: \$861.00
FILARSKY & WATT, LLP	232784	11/27/2017	OCT 2017	LEGAL SERVICES	\$10,468.50
Remit to: MANHATTAN BEACH, CA					FYTD: \$36,002.57
FIRST AMERICAN DATA TREE, LLC	232785	11/27/2017	20027761017	ONLINE SOFTWARE SUBSCRIPTION-OCT 2017	\$99.00
Remit to: PASADENA, CA					FYTD: \$495.00
FLORES, DORA	232811	11/27/2017	1459022	SENIOR CTR RENTAL REFUND	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
FRANKLIN, L. C.	21274	11/27/2017	OCT-2017	MILEAGE REIMBURSEMENT	\$256.27
Remit to: PERRIS, CA					FYTD: \$650.03
FRIENDS OF THE MORENO VALLEY SENIOR CENTER	21130	11/06/2017	10262017	SPONSORSHIP-SENIOR CTR CHRISTMAS FUNDRAISER-COUNCIL MEMBER CABRERA	\$188.70
Remit to: MORENO VALLEY, CA					FYTD: \$6,605.40

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FRONTIER COMMUNICATIONS/FORMERLY VERIZON	21275	11/27/2017	7002Z183-S-17309	BACKBONE COMMUNICATION SERVICE 11/5-12/4/17	\$1,978.41
Remit to: ROCHESTER, NY					FYTD: \$9,812.12
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	232655	11/06/2017	3101548661/OCT17	FIOS SERVICES-FIRE STATION 99	\$129.70
	232738	11/20/2017	030804-5/NOV17	FOREIGN EXCHANGE BUSINESS LISTING-MV UTILITY	\$5.26
	232786	11/27/2017	082109-5/NOV17	PHONE SERVICES-EMPLOYMENT RESOURCE CTR 11/4-12/3/17	\$751.68
		11/27/2017	3101548661/NOV17	FIOS SERVICES-FIRE STATION 99	
Remit to: CINCINNATI, OH					FYTD: \$3,805.38
G/M BUSINESS INTERIORS, INC.	232702	11/13/2017	0235938-IN	DUAL MONITOR ARM/KEYBOARD TRAY-CITY HALL	\$491.36
Remit to: RIVERSIDE, CA					FYTD: \$2,879.68
GARDNER COMPANY, INC.	21131	11/06/2017	60295	HVAC DAMPER DIAGNOSTIC REVIEW-LIBRARY	\$147.00
Remit to: MURRIETA, CA					FYTD: \$46,752.10
GIVENS, MONIQUE	232682	11/06/2017	R17-113706	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
GOZDECKI, DAN	21224	11/20/2017	NOV-2017 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS	\$214.20
Remit to: MORENO VALLEY, CA					FYTD: \$1,360.50
GREEN, NYISHA	232683	11/06/2017	R17-113423	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
	232812	11/27/2017	R17-113423	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00

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GREENSTONE MATERIALS	232703	11/13/2017	43767	ASPHALT DUMP FEES	\$219.00
	232739	11/20/2017	43961	ASPHALT DUMP FEES	\$292.00
Remit to: SAN JUAN CAPISTRANO, CA					<u>FYTD:</u> \$1,603.00
GRUBER, BENJAMIN	232721	11/13/2017	R17-114252	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: PALM SPRINGS, CA					<u>FYTD:</u> \$95.00
HABITAT RESTORATION SCIENCES, INC	21225	11/20/2017	8764	DETENTION BASIN MAINTENANCE SVC-SEPT 2017	\$1,874.00
Remit to: VISTA, CA					<u>FYTD:</u> \$9,370.00
HARBOR, BRITANNI	232722	11/13/2017	1457943	REFUND-BASKETBALL LEAGUE CLASS	\$81.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$81.60
HARGIS, STEVE	21276	11/27/2017	11/28-11/29/17	TRAVEL PER DIEM & MILEAGE-EMERGENCY OP'S CTR MANAGEMENT & OPERATIONS TRAINING	\$144.69
Remit to: TEMECULA, CA					<u>FYTD:</u> \$563.69
HEATHMAN, KARYL	232684	11/06/2017	R17-115395	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$20.00
HLP, INC.	21176	11/13/2017	12497	WEB LICENSE MONTHLY SERVICE FEE	\$34.30
Remit to: LITTLETON, CO					<u>FYTD:</u> \$19,399.70
HOSOPO CORPORATION	232761	11/20/2017	BON17-0485	REFUND-CANCELLED BLDG PERMIT-26200 BAY AVE	\$267.42
	232762	11/20/2017	BON17-0297	REFUND-CANCELLED BLDG PERMIT-12567 SPRUCE HILL RD	\$142.56
Remit to: HEMET, CA					<u>FYTD:</u> \$676.40

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HOSPITAL ASSOC. OF SOUTHERN CALIFORNIA	232763	11/20/2017	1459471	COTTONWOOD GOLF CTR. RENTAL REFUND	\$165.00
Remit to: RIVERSIDE, CA					FYTD: \$165.00
HUNSAKER & ASSOCIATES IRVINE, INC	232656	11/06/2017	17080211	PLAN CHECK SVCS-PA14-0027 7/27-8/30/17	\$3,640.00
	232740	11/20/2017	17090254	PLAN CHECK SVCS-PA07-0084/PM35679 8/31-9/27/17	\$1,511.93
		11/20/2017	17090253	PLAN CHECK SVCS-PA13-0039/TR31592 8/31-9/27/17	
Remit to: RIVERSIDE, CA					FYTD: \$9,911.99
HUNT, NICOLE	232813	11/27/2017	R17-114541	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
IMEG CORP./FORMERLY TTG ENGINEERS	21134	11/06/2017	02160180.00-3	CONSULTING SVCS-CITY HALL DATA CTR HVAC EQUIPMENT REPLACEMENT	\$1,050.00
Remit to: ROCK ISLAND, IL					FYTD: \$7,531.25
INLAND EMPIRE BIKING ALLIANCE	232741	11/20/2017	1084	RIDE MOVAL 2017 CONSULTANT FEES	\$2,800.00
Remit to: REDLANDS, CA					FYTD: \$2,800.00
INLAND EMPIRE BUSINESS PUBLICATIONS, LLC	21227	11/20/2017	63	1/2 PAGE AD-INLAND EMPIRE BUSINESS REVIEW	\$624.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,880.00
INLAND EMPIRE PROPERTY SERVICE, INC	21135	11/06/2017	17116	MOWING VACANT PROPERTY-UTILITY FIELD OFFICE	\$401.00
Remit to: MORENO VALLEY, CA					FYTD: \$111,990.85

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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>
INLAND OVERHEAD DOOR COMPANY	21277	11/27/2017	41822	FURNISHED & INSTALLED NEW LOOPS-PUBLIC SAFETY BLDG GATE #1	\$1,453.00
	232657	11/06/2017	41689	GATE ROLLER GUIDES REPLACEMENT-CITY YARD	\$139.00
	232704	11/13/2017	41767	FURNISHED & INSTALLED TAKE-UP REEL-FIRE STATION 91	\$717.50
		11/13/2017	41580	SERVICE CALL-FIRE STATION 91 VEHICLE GATE	
		11/13/2017	41768	FURNISHED & INSTALLED TAKE UP REEL-FIRE STATION 2	
	232775	11/20/2017	41789	SERVICE CALL-PUBLIC SAFETY BLDG GATE #1	\$34.75
Remit to: COLTON, CA					FYTD: \$17,077.00
INSIDE PLANTS, INC.	21278	11/27/2017	67378	INSIDE PLANTS MAINT SVC-NOV 2017	\$125.00
Remit to: CORONA, CA					FYTD: \$625.00
INTERPRETERS UNLIMITED	21136	11/06/2017	M17M9-13197	LANGUAGE INTERPRETATION SVC	\$54.00
Remit to: SAN DIEGO, CA					FYTD: \$222.00
IRON MOUNTAIN, INC	21228	11/20/2017	201455707	OFF-SITE DATA STORAGE-OCT 2017	\$995.11
	21279	11/27/2017	NZU1741	OFF-SITE STORAGE OF CITY RECORDS-JUL 2017	\$12,736.22
		11/27/2017	PHB6047	OFF-SITE STORAGE OF CITY RECORDS-OCT 2017	
		11/27/2017	PEL8402	OFF-SITE STORAGE OF CITY RECORDS-SEPT 2017	
		11/27/2017	PCB4245	OFF-SITE STORAGE OF CITY RECORDS-AUG 2017	
		11/27/2017	PKN1400	OFF-SITE STORAGE OF CITY RECORDS-NOV 2017	
Remit to: PASADENA, CA					FYTD: \$18,086.41
JACOBS MEDIA SERVICES	21229	11/20/2017	08192017	PROFESSIONAL PHOTOGRAPHY SVCS-STATE OF THE CITY 8/16/17	\$646.50
Remit to: MORENO VALLEY, CA					FYTD: \$1,185.25
JIMENEZ, LORRAINE	232685	11/06/2017	1457767	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00

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JOBES, JACK	232723	11/13/2017	R17-114644	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
JOHNSON, TRACY	21280	11/27/2017	NOV-2017	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$275.40
Remit to: MORENO VALLEY, CA					FYTD: \$2,031.00
JOHNSON EQUIPMENT COMPANY	232742	11/20/2017	4152	MAINT & REPAIR-TRAFFIC BIKE	\$628.10
		11/20/2017	4757	MAINT & REPAIR-M03 LOPEZ	
Remit to: PERRIS, CA					FYTD: \$628.10
JOHNSON MEZZCAP	21137	11/06/2017	1110	LITE OWLS & E-SERIES EQUIPMENT LEASE-NOV 2017	\$2,243.51
	21281	11/27/2017	1111	LITE OWLS & E-SERIES EQUIPMENT LEASE-DEC 2017	\$2,243.51
Remit to: DALLAS, TX					FYTD: \$13,461.06
KB HOME	232814	11/27/2017	CK NO. 221597	REISSUE UNCLAIMED CHECK-RE: REFUND DOORMANT DEPOSIT	\$1,379.77
Remit to: WILDOMAR, CA					FYTD: \$1,379.77
KRAUSE, MARIA ELENA	232764	11/20/2017	R17-114472	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
KYA SERVICES LLC.	232731	11/13/2017	1-1-11719	REPLACEMENT OF SLATE FLOOR-CONFERENCE & REC CTR MAIN & GYM ENTRYWAYS	\$19,678.16
Remit to: SANTA ANA, CA					FYTD: \$51,960.30
L&C DEPT C-SALONE, DA VITA	232724	11/13/2017	17187417	FALSE ALARM REFUND-DUPLICATE PAYMENT	\$32.00
Remit to: BRENTWOOD, TN					FYTD: \$32.00

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LANDCARE USA, LLC	21177	11/13/2017	93338	LANDSCAPE MAINT-ZONES 7, SD LMD 01, 01A & 8-SEPT 2017	\$11,557.35
	21231	11/20/2017	96868	IRRIGATION REPAIRS-ZONES 08, E-7 & E-1A	\$500.40
	21282	11/27/2017	103077	MULCH INSTALLATION-ZONE 01	\$1,900.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$110,303.97
LATITUDE GEOGRAPHICS	232787	11/27/2017	INV0007251	GEOCORTEX TECHNICAL SUPPORT HOURS-AUG/SEPT/OCT 2017	\$152.95
Remit to: VICTORIA, BC					<u>FYTD:</u> \$8,857.50
LEE, JERI	232743	11/20/2017	NOV-2017	INSTRUCTOR SERVICES-ADAPTIVE ZUMBA CLASS	\$158.40
		11/20/2017	SEP-2017	INSTRUCTOR SERVICES-ADAPTIVE ZUMBA CLASS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$458.40
LEE-MCDUFFIE, PRECIOUS	21232	11/20/2017	NOV-2017	INSTRUCTOR SERVICES-ACTING & SPEECH CLASSES FOR KIDS/LITTLE ONES	\$652.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,500.80
LEVEL 3 COMMUNICATIONS/FORMERLY TW TELCOM	21138	11/06/2017	62026085a	INTERNET & DATA SERVICES 10/17-11/16/17	\$5,014.20
		11/06/2017	62026085	TELEPHONE SERVICES-LOCAL/LONG DISTANCE CALLS 10/17-11/16/17	
Remit to: BROOMFIELD, CO					<u>FYTD:</u> \$25,108.86
LEXISNEXIS PRACTICE MANAGEMENT	21139	11/06/2017	3091188836	LEGAL RESEARCH TOOLS-OCT17	\$1,088.25
Remit to: CHICAGO, IL					<u>FYTD:</u> \$4,353.00
LIEBERT, CASSIDY, WHITMORE	232705	11/13/2017	1448061	LEGAL SERVICES-MO140-00017	\$2,247.50
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$53,355.90

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LILLY, ANA	21178	11/13/2017	00009	GRAPHICS/WEB DESIGN SVCS 10/22-11/4/17	\$405.90
	21233	11/20/2017	00010	GRAPHICS/WEB DESIGN SVCS 11/5-11/18/17	\$433.20
Remit to: RIVERSIDE, CA					FYTD: \$6,282.60
LOPEZ PARTY RENTALS (MARIA G. LOPEZ)	232673	11/06/2017	103017	BALLOON PILLARS FOR VETERANS DAY EVENT	\$260.00
Remit to: RIVERSIDE, CA					FYTD: \$260.00
LOPEZ, ANDRES	232686	11/06/2017	R17-112454	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
LYONS SECURITY SERVICE, INC	21234	11/20/2017	24359	SECURITY GUARD SVCS-MV UTILITY-OCT 2017	\$207.00
	21283	11/27/2017	24323	SECURITY GUARD SVCS-LIBRARY-OCT 2017	\$14,756.88
		11/27/2017	24357	SECURITY GUARD SVCS-CONFERENCE & REC CTR SPECIAL EVENTS-OCT 2017	
		11/27/2017	24358	SECURITY GUARD SVCS-SENIOR CTR-OCT 2017	
		11/27/2017	24356	SECURITY GUARD SVCS-CONFERENCE & REC CTR-OCT 2017	
		11/27/2017	24325	SECURITY GUARD SVCS-TOWNGATE COMM CTR-OCT 2017	
		11/27/2017	24322	SECURITY GUARD SVCS-CITY HALL-OCT 2017	
		11/27/2017	24324	SECURITY GUARD SVCS-COTTONWOOD GOLF CTR SPECIAL EVENTS-OCT 2017	
Remit to: ANAHEIM, CA					FYTD: \$84,706.47
MALCOLM SMITH MOTORCYCLES, INC.	21235	11/20/2017	5135579	MAINT./REPAIRS-PD TRAFFIC MOTORCYCLE	\$1,378.65
		11/20/2017	5135568	MAINT./REPAIRS-PD TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					FYTD: \$9,737.46

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MARCH JOINT POWERS AUTHORITY	232788	11/27/2017	44483	GAS CHARGES-M.A.R.B. BUILDING 938-OCT17	\$4.04
		11/27/2017	44480	GAS CHARGES-M.A.R.B. BUILDING 823-OCT17	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$36,369.90
MARIA MONTESINOS	232766	11/20/2017	BFR17-0047	REFUND-CANCELLED BLDG PERMIT-24113 EUCALYPTUS	\$1,506.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,506.50
MARIACHI LLANOS DE MICHOACAN	232647	11/02/2017	10-31-17 INV	MARIACHI PERFORMANCE FOR 11/3/17 DAY OF THE DEAD EVENT	\$350.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$350.00
MARIPOSA LANDSCAPES, INC.	21179	11/13/2017	77840	ANIMAL SHELTER IRRIGATION SYSTEM RESTORED (FOLLOWING DOG RUN CONSTRUCTION)	\$1,159.05
Remit to: IRWINDALE, CA					<u>FYTD:</u> \$167,924.32
MARTINEZ, RYKELL	232767	11/20/2017	1459477-81	TOWNGATE COMM. CTR. RENTAL REFUND	\$860.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$860.00
MASON, SAM	232744	11/20/2017	NOV-2017	INSTRUCTOR SERVICES-BOXING ICON CLASS	\$60.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,636.80
MCCAIN TRAFFIC SUPPLY	232706	11/13/2017	INV0224596	TRAFFIC SIGNAL EQUIPMENT	\$2,126.98
Remit to: VISTA, CA					<u>FYTD:</u> \$57,205.58
MEJIA, TIMOTHY	232707	11/13/2017	101917	SPORTS OFFICIATING SERVICES-SOFTBALL	\$42.00
Remit to: FONTANA, CA					<u>FYTD:</u> \$294.00

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MENGISTU, YESHIALEM	21284	11/27/2017	OCT-2017	MILEAGE REIMBURSEMENT	\$197.95
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$532.33
MICHAEL BAKER INTERNATIONAL, INC	21141	11/06/2017	991781	CONSULTING SERVICES-ENGINEERING & TRAFFIC SURVEYS	\$10,020.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$26,773.96
MILLIGAN, KERRY	232815	11/27/2017	1459556	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
MONTEITH, RAQUEL	232768	11/20/2017	R17-113199	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
MONTGOMERY PLUMBING INC	232658	11/06/2017	101517	EMERGENCY SERVICE CALL TO CLEAR DRAIN LINE-FIRE STATION 58	\$350.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,476.50
MORENO VALLEY CHAMBER OF COMMERCE	232659	11/06/2017	5907	WAKE-UP MORENO VALLEY MEETING ATTENDANCE-9/27/17	\$180.00
	232789	11/27/2017	5941	WAKE-UP MORENO VALLEY MEETING ATTENDANCE-10/25/17	\$60.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,220.00
MORENO VALLEY UNIFIED SCHOOL DISTRICT	232745	11/20/2017	INV18-00045	BUS TRANSPORTATION CHARGES FOR A CHILD'S PLACE FIELD TRIPS-JUL17	\$8,607.42
		11/20/2017	INV18-00046	BUS TRANSPORTATION CHARGES FOR KIDS CAMP FIELD TRIPS-JUL17	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$16,562.92

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MORENO VALLEY YOUTH FEDERATION	232770	11/20/2017	1459473	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
MORENO, TANIA	232769	11/20/2017	1458818	REFUND-CANCELLED DOG TRAINING CLASS	\$99.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$99.00
MUSIC CHANGING LIVES	232687	11/06/2017	1457658 1457659	SPECIAL EVENT REFUND	\$137.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$836.00
MWI ANIMAL HEALTH	232790	11/27/2017	6805590	ANIMAL MEDICAL SUPPLIES	\$107.12
Remit to: BOISE, ID					<u>FYTD:</u> \$107.12
NAMEKATA, DOUGLAS	21285	11/27/2017	NOV-2017	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$275.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,544.80
NAMEKATA, JAMES	21286	11/27/2017	NOV-2017	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$275.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,544.80
NBS GOVERNMENT FINANCE GROUP	21142	11/06/2017	817000266	CONSULTANT SERVICES-COST ALLOCATION PLAN UPDATE-OPTION 2 EXPENSE	\$160.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$160.00
NEIGHBORHOOD CYCLERY	21143	11/06/2017	4578	BICYCLE REPAIRS FOR PD POP UNIT	\$90.00
	21287	11/27/2017	4585	PURCHASE OF 2 E-BIKES	\$4,943.79
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,033.79
NGUYEN, QUANG	21181	11/13/2017	JUN-OCT 2017	MILEAGE REIMBURSEMENT	\$183.51
Remit to: BUENA PARK, CA					<u>FYTD:</u> \$183.51

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NORMAN A. TRAUB ASSOCIATES	21182	11/13/2017	17130	INVESTIGATION SERVICES	\$856.34
Remit to: YORBA LINDA, CA					<u>FYTD:</u> \$28,330.19
OLUKOJU, FATAMAT	232725	11/13/2017	1458244	SENIOR CTR RENTAL REFUND	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
OVERLAND PACIFIC & CUTLER, LLC	21184	11/13/2017	1709146	ON-CALL RIGHT-OF-WAY CONSULTANT SERVICES	\$866.25
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$19,875.00
PACIFIC ALARM SERVICE, INC	21185	11/13/2017	R 133512	WIRELESS ALARM SYSTEM RENT/SERVICE/MONITORING-MVU SUBSTATION-NOV17	\$244.00
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$1,220.00
PACIFIC TELEMAGEMENT SERVICES	21288	11/27/2017	951871	PAY PHONE SERVICES-DEC17	\$187.92
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$1,127.52
PAINTING BY ZEB BODE	21144	11/06/2017	10272017	PAINTING OF THE "MORENO VALLEY PUBLIC LIBRARY" SIGN	\$650.00
Remit to: NORCO, CA					<u>FYTD:</u> \$18,475.00
PAUL-SCOLLARD, DYLAN	232688	11/06/2017	R17-113584	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00

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PAW PERFECTION PET GROOMING	21145	11/06/2017	469798	GROOMING SERVICES-ANIMAL SHELTER	\$315.00
		11/06/2017	469799	GROOMING SERVICES-ANIMAL SHELTER	
		11/06/2017	469797	GROOMING SERVICES-ANIMAL SHELTER	
	21186	11/06/2017	469796	GROOMING SERVICES-ANIMAL SHELTER	
		11/13/2017	TICKET 52087	GROOMING SERVICES-ANIMAL SHELTER	\$225.00
	21289	11/13/2017	469800	GROOMING SERVICES-ANIMAL SHELTER	
		11/27/2017	034201	GROOMING SERVICES-ANIMAL SHELTER	\$280.00
		11/27/2017	034202	GROOMING SERVICES-ANIMAL SHELTER	
		11/27/2017	034203	GROOMING SERVICES-ANIMAL SHELTER	
Remit to: MORENO VALLEY, CA					FYTD: \$2,570.00
PEDLEY SQUARE VETERINARY CLINIC	21146	11/06/2017	SEP-2017	VETERINARY SERVICES-ANIMAL SHELTER	\$10,001.47
	21290	11/27/2017	OCT-2017	VETERINARY SERVICES-ANIMAL SHELTER	\$10,777.89
Remit to: RIVERSIDE, CA					FYTD: \$57,728.80
PENCO ENGINEERING CO.	21291	11/27/2017	21270	HUBBARD ST STORM DRAIN-SURVEY SERVICES	\$1,960.00
Remit to: IRVINE, CA					FYTD: \$31,650.42
PERCEPTIVE ENTERPRISES, INC.	21187	11/13/2017	MVL-37	DISADVANTAGED BUSINESS ENTERPRISE CONSULTANT SERVICES	\$3,030.00
Remit to: LOS ANGELES, CA					FYTD: \$16,710.00
PETALS THE CLOWN & FRIENDS	232804	11/27/2017	INV 11-13-17	BALLOON TWISTING DURING TREE LIGHTING CEREMONY ON 12/2/17	\$170.00
Remit to: RIVERSIDE, CA					FYTD: \$595.00

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PETTY CASH - FINANCE	232717	11/13/2017	SEP 2017	PETTY CASH FUND REPLENISHMENT	\$992.93
		11/13/2017	OCT 2017	PETTY CASH FUND REPLENISHMENT	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,914.31
PFEIFFER, HEATHER	232771	11/20/2017	1459098	CONFERENCE & REC. CTR. RENTAL REFUND	\$100.00
Remit to: TEMPE, AZ					<u>FYTD:</u> \$100.00
PHEARLESS CORPORATION	21240	11/20/2017	NOV-2017	INSTRUCTOR SERVICES-DRAWING ILLUSTRATION CLASS	\$68.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$68.00
PREMIER FIRE CONSULTING	232726	11/13/2017	FHP17-0014	REFUND OF PLAN CHECK FEE	\$1,200.00
Remit to: CERRITOS, CA					<u>FYTD:</u> \$1,200.00
PRESS ENTERPRISE/CALIFORNIA NEWSPAPERS PARTNERSHIP	232746	11/20/2017	348093	COTTONWOOD BASIN-ADVERTISING NOTICE OF INTENT TO ADOPT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION	\$356.40
	232791	11/27/2017	0011033751	LEGAL ADVERTISING FOR ORDINANCE NO. 926	\$73.80
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,337.40
PROFESSIONAL COMMUNICATIONS NETWORK PCN	232747	11/20/2017	153700347	LIVE ANSWERING SERVICES FOR ROTATIONAL TOW VEHICLES PROGRAM	\$498.31
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,502.30

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PRUDENTIAL OVERALL SUPPLY	21147	11/06/2017	22499325	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	\$183.92
		11/06/2017	22506627	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		11/06/2017	22506626	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		11/06/2017	22503051	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		11/06/2017	22499324	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		11/06/2017	22495354	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		11/06/2017	22495353	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		11/06/2017	22503052	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	

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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>
PRUDENTIAL OVERALL SUPPLY	21188	11/13/2017	22503640	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	\$471.89
		11/13/2017	22491792	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		11/13/2017	22507197	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		11/13/2017	22488038	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		11/13/2017	22488040	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		11/13/2017	22491788	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		11/13/2017	22495350	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF	
		11/13/2017	22506623	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF	
		11/13/2017	22503057	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		11/13/2017	22503053	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		11/13/2017	22495355	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		11/13/2017	22503047	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		11/13/2017	22499330	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		11/13/2017	22499326	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		11/13/2017	22499321	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF	
		11/13/2017	22495349	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		11/13/2017	22499320	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		11/13/2017	22495940	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		11/13/2017	22510182	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		11/13/2017	22503048	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF	
		11/13/2017	22510181	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	

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PRUDENTIAL OVERALL SUPPLY	21241	11/20/2017	22517708	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	\$658.74
		11/20/2017	22517703	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		11/20/2017	22517704	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		11/20/2017	22513773	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		11/20/2017	22513770	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		11/20/2017	22513769	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		11/20/2017	22513764	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		11/20/2017	22517709	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		11/20/2017	22513771	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		11/20/2017	22513765	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
	21292	11/20/2017	22510186	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	\$91.96
		11/20/2017	22517710	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		11/20/2017	22510179	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		11/20/2017	22510180	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		11/20/2017	22510185	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		11/20/2017	22510188	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		11/20/2017	22517712	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		11/20/2017	22510184	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		11/27/2017	22513766	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		11/27/2017	22513767	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
11/27/2017	22517706	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF			
11/27/2017	22517705	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF			

Remit to: RIVERSIDE, CA

FYTD: \$7,754.11

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PVP COMMUNICATIONS, INC.	21242	11/20/2017	122979	REPLACEMENT/REPAIR OF RADIO GEAR-PD TRAFFIC	\$546.69
Remit to: TORRANCE, CA					FYTD: \$1,378.81
QUALITY FIRST WOODWORKS	232816	11/27/2017	BL#21895-YR2017	REFUND OF OVERPAYMENT FOR BL#21895	\$92.50
Remit to: ANAHEIM, CA					FYTD: \$92.50
QUEST PRINTING	232792	11/27/2017	13883	BUSINESS LICENSE PAPER - SOFT GREEN	\$3,180.94
Remit to: LOS ALAMITOS, CA					FYTD: \$3,180.94
RADAR SHOP, THE	232661	11/06/2017	RS-9937	LASER/LIDAR RECERTIFICATIONS FOR PD	\$308.00
		11/06/2017	RS-9896	LASER/LIDAR RECERTIFICATIONS FOR PD	
		11/20/2017	RS-9975	LASER/LIDAR RECERTIFICATION FOR PD	\$87.50
Remit to: WICHITA, KS					FYTD: \$395.50
RAMIREZ, ELIZABETH	232772	11/20/2017	1459468	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
RAMIREZ, JENNIFER	232689	11/06/2017	R17-115298	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00
READY REFRESH BY NESTLE	21189	11/13/2017	07J0035653633	BOTTLED WATER SVC.-RED MAPLE ELEMENTARY CHILD CARE	\$42.50
Remit to: COLTON, CA					FYTD: \$629.20
REGALADO, BLANCA E	21243	11/20/2017	NOV-2017	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$532.40
Remit to: MORENO VALLEY, CA					FYTD: \$1,866.80

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REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	21190	11/13/2017	12226996	LINENS RENTAL-CONFERENCE & REC CTR BALLROOM	\$219.79
		11/13/2017	12230679	LINENS RENTAL-CONFERENCE & REC CTR BALLROOM	
		11/13/2017	S659383	LINENS RENTAL-CONFERENCE & REC CTR SPECIAL EVENTS	
		11/13/2017	S658271	LINENS RENTAL-CONFERENCE & REC CTR SPECIAL EVENTS	
		11/13/2017	S657626	LINENS RENTAL-CONFERENCE & REC CTR SPECIAL EVENTS	
	21244	11/20/2017	12235640	LINENS RENTAL-CONFERENCE & REC CTR BALLROOM	\$22.00
Remit to: LOS ANGELES, CA					FYTD: \$1,428.38
RICK HARTMANN GOVERNMENT CONTRACTING/CONSULTING SERVICES	21245	11/20/2017	NOV-2017	CONSULTING SVCS-ACTING PW DIRECTOR	\$14,950.00
		11/20/2017	OCT-2017	CONSULTING SVCS-ACTING PW DIRECTOR	
Remit to: SAN DIMAS, CA					FYTD: \$47,900.00
RIGHTIME HOME SERVICES	232727	11/13/2017	REF. BPR17-0255	REFUND OVERCHARGE FOR SVCS NOT RENDERED-PERMIT BPR17-0255	\$154.00
Remit to: RIVERSIDE, CA					FYTD: \$538.72
RIGHTWAY SITE SERVICES, INC.	232662	11/06/2017	204982	PORTABLE RESTROOM RENTAL-PUBLIC SAFETY BLDG CAR WASH AREA	\$113.85
	232749	11/20/2017	205894	PORTABLE RESTROOMS RENTAL-MAINT/OP'S @ CITY YARD	\$796.42
		11/20/2017	205659	PORTABLE RESTROOMS RENTAL-MARCH MIDDLE SCHOOL	
		11/20/2017	205657	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	
		11/20/2017	205658	PORTABLE RESTROOMS RENTAL-EQUESTRIAN CTR	
Remit to: LAKE ELSINORE, CA					FYTD: \$5,877.17
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	232708	11/13/2017	HS0000005653	FRA RABIES TESTING @ PUBLIC HEALTH LAB	\$50.00
Remit to: RIVERSIDE, CA					FYTD: \$250.00

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RIVERSIDE MEDICAL CLINIC	21191	11/13/2017	700000183 10/31	PRE-EMPLOYMENT PHYSICALS/DRUG SCREENINGS	\$637.00
	21293	11/27/2017	700000187 NOV17	EMPLOYMENT PHYSICAL/DRUG SCREENING	\$85.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$8,963.54
RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CTR	21148	11/06/2017	1126	SART EXAMS BILLING FOR PD-SEP17	\$900.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$9,900.00
ROBERSON, SANDRA	232773	11/20/2017	1459103	CONFERENCE & REC CTR RENTAL REFUND	\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00
ROMAN TINT, INC	21149	11/06/2017	2292	WINDOW BLINDS FOR KITCHEN WINDOW & SLIDER AT FIRE STATION 91	\$698.22
Remit to: RIALTO, CA					<u>FYTD:</u> \$1,981.74
RSG, INC	21192	11/13/2017	1002995	COMPLIANCE MONITORING SVCS-AFFORDABLE MULTI-FAMILY RENTALS-OCT17	\$93.75
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$18,200.00
RUHS FOUNDATION	232817	11/27/2017	11212017	REGISTRATION-MISTLETOE MAGIC GALA-COUNCIL MEMBER GIBA	\$150.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$150.00
SAFEWAY SIGN CO.	21294	11/27/2017	12243	TRAFFIC SIGNS & HARDWARE	\$9,920.66
		11/27/2017	12203	TRAFFIC SIGNS & HARDWARE	
		11/27/2017	12205	TRAFFIC SIGNS & HARDWARE	
Remit to: ADELANTO, CA					<u>FYTD:</u> \$32,499.48

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SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	21295	11/27/2017	93194	SPRINKLER ANNUAL CERTIFICATION-CITY HALL	\$2,286.40
		11/27/2017	93738	FIRE HYDRANT & SPRINKLER ANNUAL CERTIFICATION-ANIMAL SHELTER	
		11/27/2017	93573	SPRINKLER 5-YEAR CERTIFICATION & REPORT-FIRE STATION 99	
		11/27/2017	93739	4" VALVE REPAIR PARTS/LABOR-ANIMAL SHELTER EMERGENCY CALL	
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$3,678.60
SANTA MONICA-UCLA MEDICAL CENTER	232750	11/20/2017	1575192800-SEP17	SART EXAM BILLING FOR PD-SEP17	\$730.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$730.00
SCHIEFELBEIN, LORI C.	232751	11/20/2017	OCT 2017	ROTATIONAL TOW SERVICE PROGRAM-CONSULTANT SERVICES	\$935.00
Remit to: BULLHEAD CITY, AZ					<u>FYTD:</u> \$4,482.50
SECTRAN SECURITY, INC	232752	11/20/2017	17080848	ARMORED CAR DEPOSIT TRANSPORTATION SERVICES-AUG17	\$1,939.50
		11/20/2017	17070829	ARMORED CAR DEPOSIT TRANSPORTATION SERVICES-JUL17	
		11/20/2017	17090870	ARMORED CAR DEPOSIT TRANSPORTATION SERVICES-SEP17	
		11/20/2017	17100882	ARMORED CAR DEPOSIT TRANSPORTATION SERVICES-OCT17	
	232794	11/27/2017	17110888	ARMORED CAR DEPOSIT TRANSPORTATION SERVICES-NOV17	\$488.25
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,427.75

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SECURITY LOCK & KEY	21150	11/06/2017	28609	DUPLICATE KEYS-SENIOR CENTER BUILDING	\$625.10
		11/06/2017	28604	REMOVE/REPLACE NEW HANDLE SET-ANNEX 1/MVU RESTROOM DOOR	
		11/06/2017	28602	3-DUPLICATE KEYS-CITY HALL/OFFICE IN FINANCE	
		11/06/2017	28601	5-PERMITERE DUPLICATE KEYS-MARCH ANNEX	
		11/06/2017	28608	DOOR HANDLE REPAIR-LIBRARY/STORYTIME ROOM	
		11/06/2017	28603	2-DOOR LOCK REPAIRS-ANIMAL SHELTER	
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$3,970.01
SHULMAN, MIRIAM	232690	11/06/2017	R17-115463	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: HINKLEY, CA					<u>FYTD:</u> \$75.00
SIGNS BY TOMORROW	21296	11/27/2017	20338	MAINT. & INSTALLATION OF PUBLIC HEARING SIGN	\$485.50
		11/27/2017	20433	MAINT. & INSTALLATION OF PUBLIC HEARING SIGN	
Remit to: MURRIETA, CA					<u>FYTD:</u> \$4,754.83
SILVAS, TONY	232795	11/27/2017	MILEAGE 11/2/17	MILEAGE REIMBURSEMENT FOR P.A.P.A. TRAINING SEMINAR ON 11/2/17	\$59.39
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$59.39
SKY PUBLISHING	21297	11/27/2017	17-7_238	1/2 PAGE ADVERTISEMENT-YOUR VILLA MAGAZINE/NOV. 13-15 ISSUE	\$850.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20,720.00
SOCAL OFFICE TECHNOLOGIES, INC.	21298	11/27/2017	IN458260	COPY MACHINES BILLABLE CHARGES FOR PERIOD 7/1-9/30/17	\$715.30
Remit to: CYPRESS, CA					<u>FYTD:</u> \$32,594.61

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SOUTHERN CALIFORNIA EDISON 1	232664	11/06/2017	OCT-17 11/6/17	ELECTRICITY CHARGES	\$8,632.70
	232796	11/27/2017	OCT-17 11/27/17	ELECTRICITY CHARGES	\$18,665.28
Remit to: ROSEMEAD, CA					FYTD: \$1,432,798.04
SOUTHERN CALIFORNIA GAS CO.	232712	11/13/2017	OCT-2017	GAS CHARGES	\$2,496.59
Remit to: MONTEREY PARK, CA					FYTD: \$11,076.64
SOUTHERN PET SUPPLIES	21193	11/13/2017	9684	PET SUPPLIES-NYLON LEADS	\$98.49
Remit to: SAN DIEGO, CA					FYTD: \$1,268.84
SOUTHSTAR ENGINEERING & CONSULTING, INC.	232754	11/20/2017	Mo Val 6	SPANISH TRANSLATION SERVICES	\$680.00
		11/20/2017	Mo Val 7	SPANISH TRANSLATION SERVICES	
Remit to: RIVERSIDE, CA					FYTD: \$1,232.50
SPECTRUM	232728	11/13/2017	BL#00000-YR2017	REFUND OF OVERPAYMENT FOR BL#00000	\$2,245.01
Remit to: SAN DIEGO, CA					FYTD: \$2,245.01
SPRINT	232665	11/06/2017	LCI-284286	GPS/CELLULAR PINGS FOR PD SET UNIT	\$60.00
Remit to: KANSAS CITY, MO					FYTD: \$357.36
STANDARD INSURANCE CO	21194	11/13/2017	171101	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,156.24
Remit to: PORTLAND, OR					FYTD: \$5,819.30

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STANLEY CONVERGENT SECURITY SOLUTIONS, INC	21299	11/27/2017	14947617	ALARM SYSTEM MONITORING-ANNEX 1 FIRE ALARM/NOV17-JAN18	\$1,471.02
		11/27/2017	14956228	ALARM SYSTEM MONITORING-COTTONWOOD GOLF CENTER/NOV17-JAN18	
		11/27/2017	14960793	ALARM SYSTEM MONITORING-LIBRARY/NOV17-JAN18	
		11/27/2017	14953345	ALARM SYSTEM MONITORING-CITY HALL/NOV17-JAN18	
		11/27/2017	14943469	ALARM SYSTEM MONITORING-EMERGENCY OP'S CTR/NOV17	
		11/27/2017	14961306	ALARM SYSTEM MONITORING-FIRE STATION 99/NOV17	
Remit to: PALATINE, IL					FYTD: \$16,592.92
STATE OF CALIFORNIA DEPT. OF JUSTICE	232666	11/06/2017	259337	LIVE SCAN FINGERPRINTING APPLICANTS FOR PD-SEP17	\$1,800.00
	232713	11/13/2017	247711 (OEM)	FINGERPRINTING SERVICES-EMERGENCY MGMT/FIRE RELATED-JUL17	\$885.00
		11/13/2017	247711 (HR)	FINGERPRINTING SERVICES-HUMAN RESOURCES/EMPLOYMENT/VOLUNTEERS RELATED-JUL17	
	232797	11/13/2017	247711 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-JUL17	
		11/27/2017	253407 (HR)	FINGERPRINTING SERVICES-HUMAN RESOURCES/EMPLOYMENT/VOLUNTEERS RELATED-AUG17	\$795.00
	232798	11/27/2017	253407 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-AUG17	
		11/27/2017	259516 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-SEP17	\$1,121.00
		11/27/2017	259516 (HR)	FINGERPRINTING SERVICES-HUMAN RESOURCES/EMPLOYMENT/VOLUNTEERS RELATED-SEP17	
	11/27/2017	259516 (PCS)	FINGERPRINTING SERVICES-SPORTS OFFICIALS RELATED-SEP17		
Remit to: SACRAMENTO, CA					FYTD: \$18,423.00
SUNNYMEAD ACE HARDWARE	232667	11/06/2017	74338	MISC. SUPPLIES FOR PD	\$6.43
	232755	11/20/2017	74642	MISC. SUPPLIES FOR PD	\$21.44
Remit to: MORENO VALLEY, CA					FYTD: \$896.53

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THE ADVANTAGE GROUP/ FLEX ADVANTAGE	21247	11/20/2017	100492	FLEX AND COBRA ADMIN FEES-OCT17	\$1,435.75
Remit to: TEMECULA, CA					FYTD: \$222,389.25
THE MENTOR NETWORK	232691	11/06/2017	1457764	TOWNGATE COMM CTR RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
THE UNIVERSITY ENTERPRISES CORPORATION AT CSUSB	232799	11/27/2017	SP0008564	CDBG PAYMENT FOR SBDC BUSINESS COUNSELING SVCS-JUL-DEC16	\$12,860.29
Remit to: SAN BERNARDINO, CA					FYTD: \$27,985.97
THERMAL COMBUSTION INNOVATORS	232800	11/27/2017	183172	ANIMAL SHELTER BIOHAZARDOUS WASTE TREATMENT/DISPOSAL SVCS-OCT17	\$118.88
Remit to: COLTON, CA					FYTD: \$633.50
THETA PI SIGMA	232774	11/20/2017	1459101	CONFERENCE & REC CTR RENTAL REFUND	\$303.50
Remit to: HEMET, CA					FYTD: \$303.50
THOMPSON COBURN LLP	21152	11/06/2017	3246952	LEGAL SERVICES-MVU/RELIABILITY STANDARD COMPLIANCE-JUL17	\$240.37
		11/06/2017	3252881	LEGAL SERVICES-MVU/RELIABILITY STANDARD COMPLIANCE-AUG17	
		11/06/2017	3252863	LEGAL SERVICES-MVU/NERC COMPLIANCE-AUG17	
	21196	11/13/2017	3259333	LEGAL SERVICES-MVU/RELIABILITY STANDARD COMPLIANCE-SEP17	\$45.48
Remit to: WASHINGTON, DC					FYTD: \$340.00

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THOMSON REUTERS-WEST PUBLISHING CORP.	21153	11/06/2017	836767259	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-AUG17	\$3,135.00
		11/06/2017	836595572	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-JUL17	
		11/06/2017	836949828	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-SEP17	
	21197	11/13/2017	837044429	ANNUAL CHARGE-HOUSING & COMMUNITY DEVELOPMENT PUBLICATION 10/1/17-9/30/18	\$197.83
Remit to: CAROL STREAM, IL					FYTD: \$4,377.83
TORAL, ALEXIS	232818	11/27/2017	1459566	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
TOWNSEND PUBLIC AFFAIRS, INC.	21154	11/06/2017	13065	CONSULTING SERVICES-GRANT WRITING & FUNDING ADVOCACY-OCT17	\$5,000.00
Remit to: NEWPORT BEACH, CA					FYTD: \$25,000.00
TRICHE, TARA	21248	11/20/2017	NOV-2017	INSTRUCTOR SERVICES-DANCE CLASSES	\$1,918.80
Remit to: MORENO VALLEY, CA					FYTD: \$7,387.20
TRUEPOINT SOLUTIONS, LLC	232756	11/20/2017	17-672	ACCELA CIVIC PLATFORM SYSTEM ON-CALL SUPPORT SERVICES	\$2,100.00
Remit to: LOOMIS, CA					FYTD: \$21,825.00

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



**City of Moreno Valley
Payment Register
For Period 11/1/2017 through 11/30/2017**

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>
ULTRASERV AUTOMATED SERVICES, LLC	232668	11/06/2017	005587	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	\$1,475.78
		11/06/2017	005421	COFFEE SERVICE SUPPLIES-CONFERENCE & REC. CENTER	
		11/06/2017	005413	COFFEE SERVICE SUPPLIES-CITY YARD	
		11/06/2017	005187	COFFEE SERVICE SUPPLIES-CONFERENCE & REC. CENTER	
		11/06/2017	005663	COFFEE SERVICE SUPPLIES-CITY YARD	
		11/06/2017	005585	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		11/06/2017	005686	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
		11/06/2017	005579	COFFEE SERVICE SUPPLIES-ANNEX 1	
		11/06/2017	005672	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
	232776	11/20/2017	006005	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	\$364.88
		11/20/2017	006007	COFFEE SERVICE SUPPLIES-CITY YARD	
Remit to: COSTA MESA, CA					FYTD: \$5,831.03
UNDERGROUND SERVICE ALERT	21156	11/06/2017	920170455 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-SEP17	\$419.20
		11/06/2017	920170455 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-SEP17	
		11/06/2017	920170455 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-SEP17	
		11/06/2017	920170455 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-SEP17	
Remit to: CORONA, CA					FYTD: \$1,829.70
UNION BANK OF CALIFORNIA 1	232669	11/06/2017	1061100	INVESTMENT CUSTODIAL SERVICES-SEP17	\$395.67
	232802	11/27/2017	1066031	INVESTMENT CUSTODIAL SERVICES-OCT17	\$411.67
Remit to: LOS ANGELES, CA					FYTD: \$1,936.35

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



City of Moreno Valley
Payment Register
 For Period 11/1/2017 through 11/30/2017

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>
UNITED POWER GENERATION, INC.	232757	11/20/2017	4539	GENERATOR PREVENTATIVE MAINT/REPAIR-CITY HALL/ EMERGENCY OP'S CTR/PUBLIC SAFETY BLDG	\$10,513.74
		11/20/2017	4512	GENERATOR PREVENTATIVE MAINT/REPAIR-FIRE STATION 91	
		11/20/2017	4509	GENERATOR PREVENTATIVE MAINT/REPAIR-ANIMAL SHELTER	
		11/20/2017	4513	GENERATOR PREVENTATIVE MAINT/REPAIR-FIRE STATION 6	
		11/20/2017	4514	GENERATOR PREVENTATIVE MAINT/REPAIR-FIRE STATION 2	
		11/20/2017	4515	GENERATOR PREVENTATIVE MAINT/REPAIR-FIRE STATION 58	
		11/20/2017	4537	GENERATOR PREVENTATIVE MAINT.REPAIR-FIRE STATION 48	
		11/20/2017	4536	GENERATOR PREVENTATIVE MAINT/REPAIR-EMERGENCY OP'S CTR FAMILY CARE CENTER	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$11,240.76
UNITED ROTARY BRUSH CORP	21198	11/13/2017	301298	STREET SWEEPER BRUSHES/RECONDITIONING (2 1/2% DISCOUNT APPLIED)	\$2,182.78
		11/13/2017	301216	STREET SWEEPER BRUSHES & ACCESSORIES	
		11/13/2017	301125	STREET SWEEPER ACCESSORIES	
Remit to: KANSAS CITY, MO					<u>FYTD:</u> \$15,430.82
UNITED SITE SERVICES OF CA, INC.	21301	11/27/2017	114-5996201	FENCE RENTAL AT ANIMAL SHELTER 10/26-11/22/17	\$106.40
Remit to: PHOENIX, AZ					<u>FYTD:</u> \$744.80
USA MOBILITY/ARCH WIRELESS	21157	11/06/2017	A6218870V	PAGER SERVICE FOR ON-CALL TRAFFIC SIGNAL MAINT. STAFF-OCT17	\$4.69
		11/27/2017	A6218870W	PAGER SERVICE FOR ON-CALL TRAFFIC SIGNAL MAINT. STAFF-NOV17	\$4.69
Remit to: SPRINGFIELD, VA					<u>FYTD:</u> \$23.42

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



City of Moreno Valley
Payment Register
For Period 11/1/2017 through 11/30/2017

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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>
VACATE TERMITE & PEST ELIMINATION COMPANY	21158	11/06/2017	77631	LIFT RENTAL FOR BIRD NETTING PROJECT-CITY YARD	\$255.86
	21199	11/13/2017	77338	RODENT CONTROL SERVICES-ELECTRIC UTILITY MOVAL SUBSTATION	\$97.50

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



City of Moreno Valley
Payment Register

For Period 11/1/2017 through 11/30/2017

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>
VACATE TERMITE & PEST ELIMINATION COMPANY	21249	11/20/2017	77337	RODENT CONTROL SERVICES-MORRISON PARK	\$2,352.50
		11/20/2017	76984	PEST CONTROL SERVICE-PUBLIC SAFETY BUILDING	
		11/20/2017	77333	RODENT CONTROL SERVICES-CONFERENCE & REC. CENTER	
		11/20/2017	77329	RODENT CONTROL SERVICES-EQUESTRIAN CENTER	
		11/20/2017	77688	PEST CONTROL SERVICE-CELEBRATION PARK RESTROOM	
		11/20/2017	77335	RODENT CONTROL SERVICES-CELEBRATION PARK	
		11/20/2017	77693	PEST CONTROL SERVICE-MORRISON PARK RESTROOM/SNACK BAR	
		11/20/2017	77336	RODENT CONTROL SERVICES-JFK PARK	
		11/20/2017	77689	PEST CONTROL SERVICE-SKATE PARK RESTROOM/SNACK BAR	
		11/20/2017	77334	RODENT CONTROL SERVICES-MARCH FIELD/SKATE PARK	
		11/20/2017	77332	RODENT CONTROL SERVICES-EL POTRERO PARK	
		11/20/2017	77694	PEST CONTROL SERVICE-SUNNYMEAD PARK RESTROOM/SNACK BAR	
		11/20/2017	77328	RODENT CONTROL SERVICES-COTTONWOOD GOLF COURSE	
		11/20/2017	76585	PEST CONTROL SERVICES-UTILITY FIELD OFFICE	
		11/20/2017	77330	RODENT CONTROL SERVICES-SHADOW MOUNTAIN PARK	
		11/20/2017	77327	RODENT CONTROL SERVICES-SUNNYMEAD PARK	
		11/20/2017	76569	PEST CONTROL SERVICE-FIRE STATION 48	
		11/20/2017	77331	RODENT CONTROL SERVICES-EDISON EASEMENT	
		11/20/2017	77001	PEST CONTROL SERVICE-ANNEX 1	
		11/20/2017	76588	PEST CONTROL SERVICE-FIRE STATION 58	
		11/20/2017	76990	PEST CONTROL SERVICE-CITY HALL	
		11/20/2017	76590	PEST CONTROL SERVICE-FIRE STATION 2	
		11/20/2017	77005	PEST CONTROL SERVICE-TRANSPORTATION TRAILER	
		11/20/2017	76570	PEST CONTROL SERVICE-FIRE STATION 99	
		11/20/2017	77002	PEST CONTROL SERVICE-ANIMAL SHELTER	
		11/20/2017	77000	PEST CONTROL SERVICE-FIRE STATION 58 (2ND SERVICE)	

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



**City of Moreno Valley
Payment Register
For Period 11/1/2017 through 11/30/2017**

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>
VACATE TERMITE & PEST ELIMINATION COMPANY		11/20/2017	76991	PEST CONTROL SERVICE-EMERGENCY OP'S CTR	
		11/20/2017	76989	PEST CONTROL SERVICE-CONFERENCE & REC. CENTER	
		11/20/2017	76572	PEST CONTROL SERVICE-TOWNGATE COMMUNITY CENTER	
		11/20/2017	77004	PEST CONTROL SERVICE-MARCH FIELD PARK COMMUNITY CENTER	
		11/20/2017	76571	PEST CONTROL SERVICE-FIRE STATION 65	
		11/20/2017	76986	PEST CONTROL SERVICE-CITY YARD	
		11/20/2017	76584	PEST CONTROL SERVICE-FIRE STATION 6	
		11/20/2017	76996	PEST CONTROL SERVICE-CITY YARD SANTIAGO OFFICE	
		11/20/2017	76586	PEST CONTROL SERVICE-LIBRARY	
		11/20/2017	76589	PEST CONTROL SERVICE-SENIOR CENTER	
		11/20/2017	76591	PEST CONTROL SERVICE-FIRE STATION 91	
		11/20/2017	76985	PEST CONTROL SERVICE-COTTONWOOD GOLF CENTER	
Remit to: MORENO VALLEY, CA					FYTD: \$15,555.86
VALLEY WIDE TOWING, LLC	21159	11/06/2017	4782	EVIDENCE TOWING FOR PD	\$412.00
		11/06/2017	4808	EVIDENCE TOWING FOR PD	
Remit to: MORENO VALLEY, CA					FYTD: \$4,626.50
VARIABLE SPEEDS SOLUTIONS INC	21200	11/13/2017	16218	PUMP REPAIR-NEW 3HP PUMP/MOTOR & LABOR TO REMOVE OLD/REPLACE	\$2,200.00
Remit to: HUNTINGTON BEACH, CA					FYTD: \$15,480.00
VASQUEZ & COMPANY LLP	21201	11/13/2017	2170900-IN	AUDIT SERVICES-FINANCIAL STATEMENTS FY ENDING 6/30/17-BILLING #4	\$20,000.00
Remit to: LOS ANGELES, CA					FYTD: \$72,940.00

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



City of Moreno Valley
Payment Register
For Period 11/1/2017 through 11/30/2017

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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>
VERDUGO, JAMES	21303	11/27/2017	REIMB-10/16/17	REIMBURSEMENT FOR ICC CERTIFICATE RENEWAL/REINSTATEMENT COSTS	\$240.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$517.80
VERIZON WIRELESS	232670	11/06/2017	9794275097	DATA SERVICE FOR PD COMMERCIAL TRUCK TABLET	\$93.72
	232671	11/06/2017	9794337080	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	\$44.12
Remit to: DALLAS, TX					<u>FYTD:</u> \$504.90
VICTOR MEDICAL CO	21202	11/13/2017	4280374	ANIMAL MEDICAL SUPPLIES/VACCINES	\$670.74
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$5,878.29
VISION SERVICE PLAN	21203	11/13/2017	171101	EMPLOYEE VISION INSURANCE	\$4,050.09
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$20,582.50
VOYAGER FLEET SYSTEM, INC.	21204	11/13/2017	869211615743	CNG FUEL PURCHASES	\$6,689.59
	21250	11/20/2017	869336602743	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$1,272.79
Remit to: HOUSTON, TX					<u>FYTD:</u> \$40,878.27

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



City of Moreno Valley
Payment Register
For Period 11/1/2017 through 11/30/2017

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>
VULCAN MATERIALS CO, INC.	21205	11/13/2017	71542149	ASPHALTIC MATERIALS	\$1,882.69
		11/13/2017	71622528	ASPHALTIC MATERIALS	
		11/13/2017	71611949	ASPHALTIC MATERIALS	
		11/13/2017	71614856	ASPHALTIC MATERIALS	
		11/13/2017	71614857	ASPHALTIC MATERIALS	
		11/13/2017	71619703	ASPHALTIC MATERIALS	
		11/13/2017	71624976	ASPHALTIC MATERIALS	
		11/13/2017	71627093	ASPHALTIC MATERIALS	
		11/13/2017	71629964	ASPHALTIC MATERIALS	
		11/13/2017	71629965	ASPHALTIC MATERIALS	
		11/13/2017	71632349	ASPHALTIC MATERIALS	
		11/13/2017	71617475	ASPHALTIC MATERIALS	
		11/13/2017	71622529	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$12,936.44
WELLS FARGO CORPORATE TRUST	21304	11/27/2017	1497815	TRUSTEE SERVICES-2007 CFD 87-1	\$7,500.00
		11/27/2017	1497816	TRUSTEE SERVICES-2007 CFD 87-1 IMPROVEMENT AREA 1	
		11/27/2017	1497843	TRUSTEE SERVICES-2014 REFUNDING OF 2005 LEASE REVENUE BOND	
Remit to: MINNEAPOLIS, MN					FYTD: \$5,125,933.96
WESTERN MUNICIPAL WATER DISTRICT	232803	11/27/2017	24753-018620/OC7	WATER CHARGES-M.A.R.B. BALLFIELDS	\$3,411.00
		11/27/2017	23866-018292/OC7	WATER CHARGES-SKATE PARK	
		11/27/2017	23821-018258/OC7	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	
		11/27/2017	23821-018257/OC7	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
Remit to: ARTESIA, CA					FYTD: \$17,696.21

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



City of Moreno Valley
Payment Register
For Period 11/1/2017 through 11/30/2017

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>
WILLDAN ENGINEERING	21305	11/27/2017	00712341	INTERIM CONTRACT PLANNING SVCS-SEP17	\$2,630.00
Remit to: ANAHEIM, CA					FYTD: \$338,952.96
WILLDAN FINANCIAL SERVICES	21306	11/27/2017	010-36242	CONTINUING DISCLOSURE & ARBITRAGE SVCS-2007 CFD NO. 5	\$4,750.00
		11/27/2017	010-36244	CONTINUING DISCLOSURE & ARBITRAGE SVCS-CFD NO. 87-1 IMPROVEMENT AREA 1	
		11/27/2017	010-36243	CONTINUING DISCLOSURE & ARBITRAGE SVCS-CFD NO. 7 IMPROVEMENT AREA 1	
Remit to: TEMECULA, CA					FYTD: \$90,846.02
WILLIAMS, FANCYE	232729	11/13/2017	1458543	TOWNGATE COMM CTR RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
WILLIAMS, LIZ	232730	11/13/2017	1458540	COTTONWOOD GOLF CTR RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
XEROX FINANCIAL SERVICES LLC	21252	11/20/2017	962456	COLOR COPIER LEASE-ECONOMIC DEVELOPMENT 10/15-11/14/17	\$855.45
Remit to: DALLAS, TX					FYTD: \$4,908.01
TOTAL CHECKS UNDER \$25,000					\$622,965.75
GRAND TOTAL					\$13,429,688.56

Attachment: November 2017 Payment Register (2938 : PAYMENT REGISTER - NOVEMBER 2017)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: February 6, 2018

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2017

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended December 31, 2017, in compliance with the City's Investment Policy.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2017. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

DISCUSSION

The City maintains a portfolio of investments in order to earn interest on cash balances that are not currently required to fund operations. California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolios of local agencies. The City has implemented an Investment Policy, which was revised and adopted on May 2, 2017, and is in full compliance with the requirements of both of the above-mentioned Code Sections.

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2017. The report complies with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City's investment policy has set the primary goals of the portfolio management as Safety and Liquidity followed by Yield. The City currently utilizes two investment management firms who use an active investment management approach in which securities are purchased but not necessarily held to maturity, and may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment.

The table shows some of the key portfolio measures for the month.

	Portfolio, Balance	Avg. Yield to Maturity Trends		
		Dec 2017	Nov 2017	Dec 2016
Chandler	\$85,008,412	1.73%	1.69%	1.52%
Insight	\$55,541,162	1.44%	1.38%	1.14%
LAIF	\$36,962,434	1.239%	1.172 %	0.719%

Bond proceeds are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue. Deferred Compensation Plan funds are included in the report but these funds are held and invested by the respective plan administrators based on the direction of the participating employees. These funds are placed in a trust separate from City funds.

ALTERNATIVES

1. Receive and file the Quarterly Investment Report for December 31, 2017. **Staff recommends this alternative as it accomplishes timely investment reporting.**
2. Do not accept and file the Quarterly Investment Report and provide staff with additional direction. **Staff does not recommend this alternative as it will not**

accomplish timely investment reporting.

FISCAL IMPACT

During 2017 the Federal Open Market Committee raised the fed funds rate three times by a total of 75 basis points. Economists have expressed the expectation that the fed funds rate will be increased three more times over the next year which should have a positive impact on the City’s portfolio.

NOTIFICATION

Publication of the agenda

PREPARATION OF STAFF REPORT

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

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

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.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. 12-2017 Investment Report
- 2. CAM-Newsletter-January-2018

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/22/18 2:10 PM
City Attorney Approval	<u>✓ Approved</u>	1/24/18 11:39 AM
City Manager Approval	<u>✓ Approved</u>	1/24/18 2:24 PM

CITY OF MORENO VALLEY
Treasurer's Cash and Investments Report
December 2017

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity (in years)	Average Yield to Maturity	Average Duration (in years)
Bank Accounts	1,600,920	1,600,920	1,600,920			
State of California LAIF Pool	36,962,434	36,927,216	36,962,434	0.53	1.24%	
Investments-Chandler	84,745,878	84,154,287	85,008,412	2.66	1.73%	2.46
Investments-Insight	55,593,454	55,267,871	55,541,162	1.43	1.44%	1.36
Total General Portfolio	178,902,686	177,950,294	179,112,928			

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	623,148
Principal & Interest Accounts	1,040,129
Debt Service Reserve Funds	2,113,785
Custody Accounts	14,312
Arbitrage Rebate Accounts	4,453
Other Accounts	4,452
Total Bond Proceeds	3,800,279

Deferred Compensation Funds	Market Value as of Dec 31, 2017
Nationwide	14,175,919
ICMA	5,664,273
Total Deferred Compensation Funds	19,840,192

Total Investment Portfolio 201,590,765

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisors, Chandler Asset Management and Insight Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

/S/ Marshall Eyerman
 City Treasurer

Attachment: 12-2017 Investment Report (2950 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

PORTFOLIO PERFORMANCE - 36 MONTH TREND

Period	Total General Portfolio (1)		Local Agency Investment Fund (LAIF)		Chandler			Insight			
	Asset Balance (par)	Balance	Yield	Asset Balance (par)	Weighted Avg YTM (2)	Rate of Return (3)		Asset Balance (par)	Weighted Avg YTM (2)	Rate of Return (3)	
						Investment Portfolio (4)	Benchmark 1-5 Gov(5)			Investment Portfolio (4)	Benchmark 3 Treas(5)
Jul-15	161,937,644	24,936,318	0.320%	81,941,821	1.38%	1.11%	1.14%	54,083,574	1.08%	1.16%	1.00%
Aug-15	156,052,639	18,526,318	0.330%	82,043,091	1.39%	1.12%	1.11%	54,065,279	1.09%	1.14%	0.80%
Sep-15	157,437,337	17,626,318	0.337%	82,154,547	1.41%	1.64%	1.65%	54,180,338	1.08%	1.13%	1.15%
Oct-15	155,196,031	17,843,566	0.357%	82,223,743	1.41%	1.56%	1.47%	54,198,446	(6)	(6)	0.78%
Nov-15	156,098,310	17,593,566	0.374%	82,355,838	1.42%	1.30%	1.22%	54,238,929	(6)	(6)	0.39%
Dec-15	156,285,206	16,633,566	0.400%	82,433,426	1.43%	1.19%	1.05%	54,312,737	(6)	(6)	0.68%
Jan-16	168,824,464	30,850,627	0.446%	82,510,170	1.43%	1.13%	1.01%	54,319,684	(6)	0.51%	0.65%
Feb-16	175,430,692	37,750,627	0.467%	82,617,177	1.44%	1.17%	1.23%	54,372,589	(6)	0.59%	0.98%
Mar-16	173,065,238	34,310,627	0.506%	82,721,056	1.46%	1.61%	1.69%	54,499,863	1.08%	0.84%	0.92%
Apr-16	169,665,429	32,296,705	0.525%	82,769,869	1.47%	1.62%	1.61%	54,517,986	1.08%	0.88%	0.91%
May-16	186,737,459	40,246,705	0.552%	82,923,233	1.49%	1.50%	1.48%	54,535,685	1.10%	0.82%	0.73%
Jun-16	179,533,412	39,271,705	0.576%	82,995,248	1.49%	2.58%	2.39%	54,552,897	1.09%	1.26%	1.31%
Jul-16	173,464,003	35,222,341	0.588%	83,081,551	1.48%	2.44%	2.42%	54,560,166	1.08%	1.20%	1.26%
Aug-16	170,506,021	31,792,341	0.614%	83,224,209	1.50%	2.21%	2.09%	54,644,115	1.10%	1.15%	1.07%
Sep-16	176,898,187	37,892,341	0.634%	83,379,424	1.49%	1.80%	1.70%	54,722,092	1.10%	1.24%	0.88%
Oct-16	171,480,180	33,193,311	0.654%	83,523,267	1.49%	1.74%	1.69%	54,763,602	1.10%	1.24%	0.91%
Nov-16	169,062,818	29,923,311	0.678%	83,701,960	1.47%	1.19%	1.03%	54,796,940	1.14%	1.01%	0.76%
Dec-16	171,351,017	30,054,201	0.719%	83,828,755	1.52%	1.35%	1.24%	54,953,105	1.14%	1.06%	0.89%
Jan-17	178,020,726	37,628,655	0.751%	83,921,074	1.56%	0.59%	0.41%	54,865,800	1.14%	0.13%	0.40%
Feb-17	186,127,218	46,028,655	0.777%	84,036,078	1.56%	0.57%	0.38%	54,956,116	1.16%	0.26%	0.39%
Mar-17	180,720,329	40,778,655	0.821%	84,203,833	1.59%	0.27%	0.10%	55,036,202	1.17%	0.28%	0.25%
Apr-17	176,886,824	36,353,121	0.884%	84,254,557	1.58%	0.57%	0.38%	55,069,278	1.18%	0.38%	0.35%
May-17	184,129,362	43,453,119	0.925%	84,366,558	1.61%	0.95%	0.75%	55,139,856	1.21%	0.52%	0.57%
Jun-17	191,761,138	49,953,121	0.978%	84,433,672	1.63%	0.08%	-0.30%	55,188,911	1.24%	0.54%	0.83%
Jul-17	186,724,734	44,548,019	1.051%	84,553,984	1.64%	0.33%	0.00%	55,200,136	1.24%	0.74%	0.89%
Aug-17	180,293,288	39,248,019	1.084%	84,648,884	1.65%	0.86%	0.61%	55,293,843	1.27%	0.79%	0.95%
Sep-17	180,597,317	37,148,019	1.111%	84,681,990	1.68%	0.52%	0.15%	55,327,685	1.38%	0.90%	1.00%
Oct-17	179,411,035	37,462,434	1.143%	84,785,780	1.68%	0.62%	0.26%	55,413,748	1.35%	1.01%	1.06%
Nov-17	175,469,499	34,062,434	1.172%	84,916,378	1.69%	1.16%	0.88%	55,471,666	1.38%	1.12%	1.13%
Dec-17	179,112,928	36,962,434	1.239%	85,008,412	1.73%	1.14%	0.86%	55,541,162	1.44%	0.82%	0.42%
Jan-18											
Feb-18											
Mar-18											
Apr-18											
May-18											
Jun-18											

Notes:

(1) Total General Portfolio includes all assets that comprise the City's Investment Portfolio which is LAIF as well as assets managed by Chandler and Cutwater.

(2) Yield to Maturity (YTM): The rate of return on an investment or security if it were to be held until maturity. This yield does not reflect changes in the market value of a security

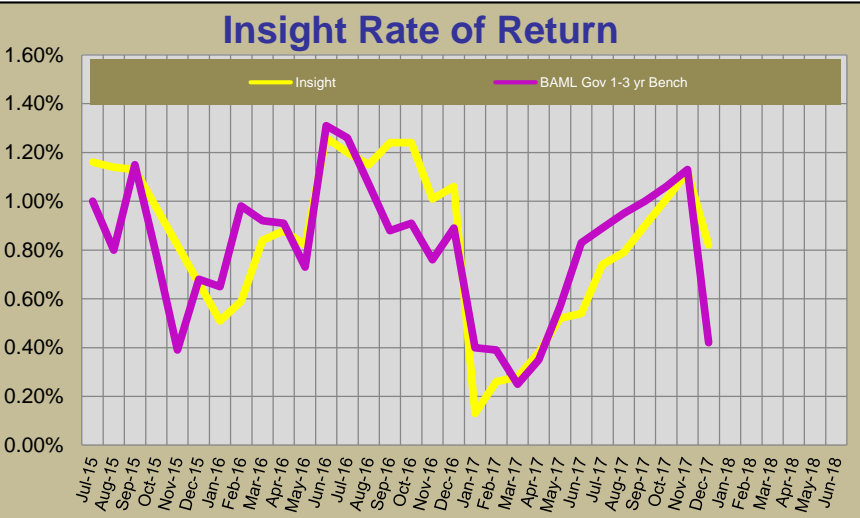
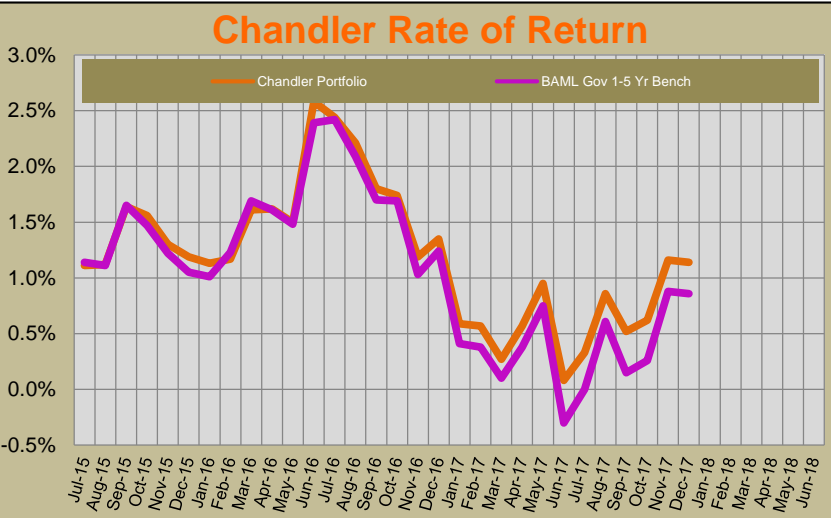
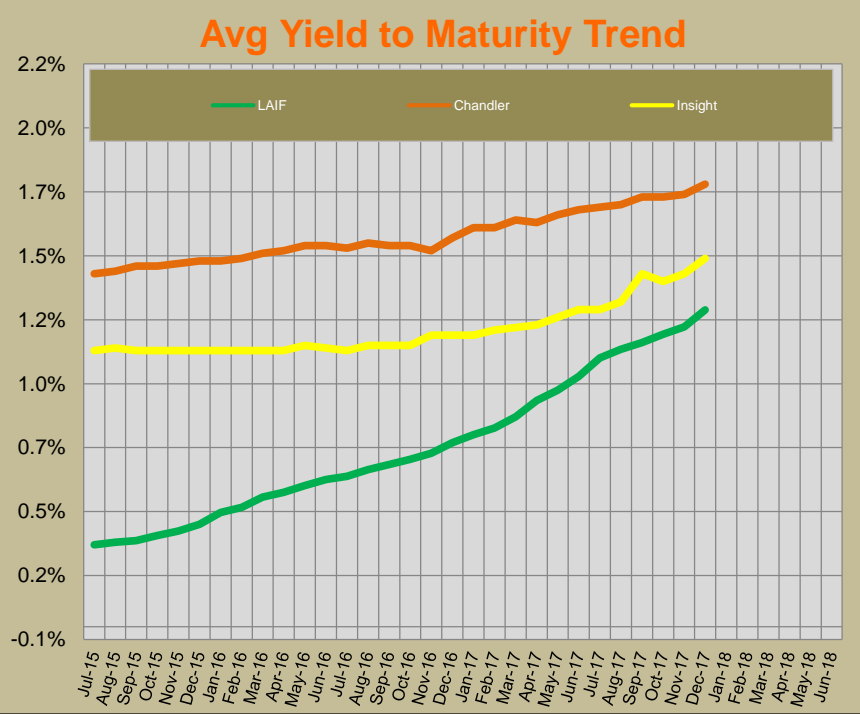
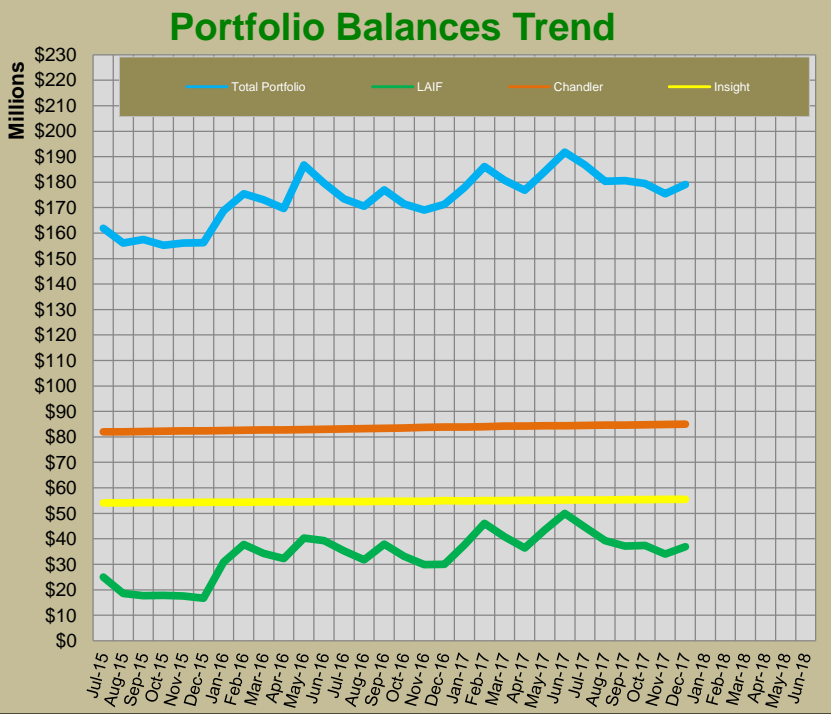
(3) Rate of Return represents the gain or loss on an investment or portfolio of investments over a specified period, expressed as a percentage of increase over the initial investment cost. Gains on investments are considered to be any income received from the security or portfolio plus any realized capital gain. This measure of return recognizes the changes in market values of a security or portfolio of securities.

(4) The Rate of Return for the investment portfolio reflects the performance of the portfolio durint the past twelve months.

(5) The portfolio benchmarks are: Chandler-Bank of America-Merrill Lynch 1 to 5 year Government Index and Insight-Bank of America-Merrill Lynch 1 to 3 year Treasury Index

(6)As the result of a transition to a new reporting platform Weighted Avg Yield to Maturity and Total Return Yield data is not available. Insight staff are working to rectify this problem.

PORTFOLIO PERFORMANCE - 36 MONTH TREND



PORTFOLIO CHARACTERISTICS

The portfolio invested in LAIF represents the City's immediate cash liquidity needs and is managed by City staff in a manner to fund the day to day operations of the City.

The portfolio managed by Insight is comprised of idle cash balances related to funds that generally expect to expend cash within the next 36 months. (Example: Gen Fund, Zone A, Measure A, NSP etc.)

The portfolio managed by Chandler is comprised of idle cash balances related to funds that generally expect to expend cash with the next 24 to 60 months. (Example: Reserve Funds, Facility & Equip Replacement, Endowments etc.)

Attachment: 12-2017 Investment Report (2950 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

FUNDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Value Date	Market Value	Stated Rate	Yield	Price	% of Portfolio
Wells Fargo CFD # 5									
Series B Revenue	22333500	cash	cash	12/31/17	163,420	0.00%	#REF!	1.00000	4.123%
Series B Revenue	22333500	money mkt fund	WF Government Fund	12/31/17	1,616	0.81%	0.91%	1.00000	0.041%
Series A Principal	22333501	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
Series A reserve	22333502	money mkt fund	WF Government Fund	12/31/17	4	0.81%	0.91%	1.00000	0.000%
Series B reserve	22333503	money mkt fund	WF Government Fund	12/31/17	547,094	0.81%	0.91%	1.00000	13.803%
Series B admin fund	22333504	money mkt fund	WF Government Fund	12/31/17	1	0.81%	0.91%	1.00000	0.000%
					712,135				
Wells Fargo Community Facilities District 87-1 (1A-1)									
special tax funds	22631800	money market fund	WF Government Fund	12/31/17	190,944	0.81%	0.91%	1.00000	4.817%
interest acct	22631801	money market fund	WF Government Fund	12/31/17	6,297	0.81%	0.91%	1.00000	0.159%
reserve fund	22631802	money market fund	WF Government Fund	12/31/17	195	0.81%	0.91%	1.00000	0.005%
reserve fund	22631804	money market fund	WF Government Fund	12/31/17	1,029,465	0.81%	0.91%	1.00000	25.972%
admin exp acct	22631805	money market fund	WF Government Fund	12/31/17	1,276	0.81%	0.91%	1.00000	0.032%
debt service acct	22631809	money market fund	WF Government Fund	12/31/17	533,639	0.81%	0.91%	1.00000	13.463%
debt service acct	22631809	US Treasury Note	US Treasury	12/31/17	0	0.63%	0.63%	1.00000	0.000%
special tax funds	22631900	money market fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
interest acct	22631901	money market fund	WF Government Fund	12/31/17	8	0.81%	0.91%	1.00000	0.000%
principal fund	22631902	money market fund	WF Government Fund	12/31/17	43	0.81%	0.91%	1.00000	0.011%
reserve fund	22631904	money market fund	WF Government Fund	12/31/17	366,163	0.81%	0.91%	1.00000	9.238%
admin exp acct	22631905	money market fund	WF Government Fund	12/31/17	280	0.81%	0.91%	1.00000	0.072%
surplus acct	22631907	money market fund	WF Government Fund	12/31/17	4,453	0.81%	0.91%	1.00000	0.112%
					2,132,763				
Wells Fargo 2013 Total Road Improvement COPs									
revenue fund	46612400	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
interest fund	46612401	money mkt fund	WF Government Fund	12/31/17	198	0.81%	0.91%	1.00000	0.005%
principal fund	46612402	money mkt fund	WF Government Fund	12/31/17	70	0.81%	0.91%	1.00000	0.002%
reserve fund	46612403	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
admin fund	46612404	money mkt fund	WF Government Fund	12/31/17	746	0.81%	0.91%	1.00000	0.019%
surplus fund	46612405	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
					1,014				
Wells Fargo 2013 Partial Refunding of the 2005 Lease Revenue Bonds									
revenue fund	48360700	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
interest fund	48360701	money mkt fund	WF Government Fund	12/31/17	32	0.81%	0.91%	1.00000	0.001%
principal fund	48360702	money mkt fund	WF Government Fund	12/31/17	187	0.81%	0.91%	1.00000	0.005%
					219				
Wells Fargo Community Facilities District 7 Improvement Area 1									
special tax fund	77025300	money mkt fund	WF Government Fund	12/31/17	12,696	0.81%	0.91%	1.00000	0.320%
bond fund	77025301	money mkt fund	WF Government Fund	12/31/17	307,176	0.81%	0.91%	1.00000	7.750%
reserve fund	77025302	money mkt fund	WF Government Fund	12/31/17	170,864	0.81%	0.91%	1.00000	4.311%
admin exp acct	77025305	money mkt fund	WF Government Fund	12/31/17	2,895	0.81%	0.91%	1.00000	0.073%
					493,631				
Wells Fargo 2016 Taxable Refunding Lease Revenue Bonds (Electric Utility)									
revenue fund	77157100	money mkt fund	WF Government Fund	12/31/17	599	0.81%	0.91%	1.00000	0.015%
interest fund	77157101	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
principal fund	77157102	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
reserve fund	77157103	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
capitalized interest fu	77157104	money mkt fund	WF Government Fund	12/31/17	181,624	0.81%	0.91%	1.00000	4.582%
					182,223				
Wells Fargo 2014 Partial Refunding of the 2005 Lease Revenue Bonds									
revenue fund	83478300	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
interest fund	83478301	money mkt fund	WF Government Fund	12/31/17	97	0.81%	0.91%	1.00000	0.002%
principal fund	83478302	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
					97				
Wells Fargo 2015 Taxable Lease Revenue Bonds (Electric Utility)									
revenue fund	84457000	money mkt fund	WF Government Fund	12/31/17	93	0.81%	0.91%	1.00000	0.002%
interest fund	84457001	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
principal fund	84457002	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
reserve fund	84457005	money mkt fund	WF Government Fund	12/31/17	0	0.81%	0.91%	1.00000	0.000%
construction fund	84457006	money mkt fund	WF Government Fund	12/31/17	441,524	0.81%	0.91%	1.00000	11.139%
construction fund	84457006	Government Pool	Local Agency Investment Fund	12/31/17	0	0.01%	0.01%	1.00000	0.000%
					441,617				
Totals					3,963,699	100.000%			

Type	Summary of Bond Proceeds with Fiscal Agents
1	Construction Funds 623,148
2	Principal & Interest Accounts 1,040,129
3	Debt Service Reserve Funds 2,113,785
4	Custody Accounts 14,312
5	Arbitrage Rebate Accounts 4,453
6	Other Accounts 4,452
Total Fiscal Agent Funds 3,800,279	

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of Dec 31, 2017	Fund	Market Value as of Dec 31, 2017	Fund	Market Value as of Dec 31, 2017
Liquid Savings	\$1,156,414	Nationwide US Sm Cap Val Ins Svc	44,693	Federated Kaufmann Fund	130,049
Nationwide Fixed (Part Time Employee)	520,670	American Century Balanced	51	Putnam Growth Opportunity A	29
Liquid Savings (Part Time Employees)	258,615	Am Century Growth	112,555	Nationwide InvDes Mod Cons Fund SC	82,316
Certificates of Deposit 3 years	50,475	Am Century Select	215,309	Nationwide InvDes Mod Aggr Fund	1,192,039
Certificates of Deposit 5 years	175,965	JP Morgan Mid Cap Value A	1,570,248	Nationwide InvDes Aggr Fund	242,769
Invesco Mid Cap Core Equity	35,358	Vanguard Index 500	129,286	Nationwide InvDes Mod Fd	967,984
Bond Fund of America	77,241	Vanguard Institutional Index	900,222	Nationwide Inv Des Cons	192,293
Growth Fund of America	100,011	Vanguard Wellington	28,617	Nationwide Large Cap Growth	53,608
Investment Co. of America	84,581	Vanguard Windsor II	189,456	Nationwide Fund A	16,847
Income Fund of America	347,691	Vanguard Total Bond Index	271,526	Nationwide Dest 2015 Inst Svc	25,100
Brown Cap Mgmt Inc SM Co	186,531	Washington Mutual Inv	129,106	Nationwide Dest 2020 Inst Svc	225,151
Fidelity Independence	3,416	DFA US Micro Cap Port	102,373	Nationwide Dest 2025 Inst Svc	505,455
Fidelity Equity Income	101,086	EuroPacific Growth	353,410	Nationwide Dest 2030 Inst Svc	5,320
Fidelity Magellan	402,381	Stable Fund C	1,634,942	Nationwide Dest 2035 Inst Svc	19,672
Fidelity Puritan	67,200	N B Socially Responsive Fund	53,162	Nationwide Dest 2040 Inst Svc	24,313
Fidelity Contrafund	333,177	Dtsch High Income Fund A	78,412	Nationwide Dest 2045 Inst Svc	34,597
Janus Fund	30,331	Dtsch Eq Divd A	163,113	Nationwide Dest 2050 Inst Svc	2,783
Janus Advisor Forty	30,125	Oppenheimer Global Fund A	517,845	Total Nationwide Deferred	\$14,175,919

ICMA

Fund	Market Value as of Dec 31, 2017	Fund	Market Value as of Dec 31, 2017
Aggressive Oppor.	\$116,291	VT Vantagepoint Discovery	75,398
International	50,872	VT Gold Sach Mid Cap Value	0
Global Equity Growth	328,845	VT Contrafund	225,323
Growth and Income	134,229	VT Vantagepoint Overseas Equity Index Fund	87,200
Broad Market	56,479	VT Diversified International	33,199
500 Stock Index	191,147	VT Allianz NFJ Div Value	0
Equity Income	219,134	Vantage Growth Fund	338,924
MS Retirement Income	22,978	VT Puritan	31,051
Core Bond	114,829	VT Vantagepoint Select Value	23,075
Cash Management	163,056	VT TR Price Growth Stock Adv	256,500
Plus Fund	1,544,327	VT Nuveen Real Estate Secs	43,042
Retirement Income Advantage	13,767	VT TR Price Small Cap Value	0
Conservative Growth	90,847	VT Invesco Diversified	5,870
Traditional Growth	16,247	VT Vantagepoint Inflation Focused	118,728
Long-Term Growth	741,851	VT Oppenheimer Main Street	59,221
Western Asset Core Plus Bond	7,306	VT Vantagepoint Mid/Sm Index	142,298
Milestone 2010	19,102	VT PIMCO Total Return	0
Milestone 2020	120,851	VT PIMCO High Yield	26,532
Milestone 2025	12,820	VT Harbor Mid Cap Growth	0
Milestone 2030	2,503	VT MFS Value	95,122
Milestone 2035	11,908	VT AMG TimesSquare Mid Cap Growth Admin	101,208
Milestone 2040	22,193	Total ICMA	\$5,664,273

Summary by Plan

Deferred Compensation Plan	Market Value as of Dec 31, 2017
Total Nationwide	\$14,175,919
Total ICMA	5,664,273
Total Deferred Compensation Plans	\$19,840,192

Summary by Investment Type

Investment Type	Market Value as of Dec 31, 2017
Savings Deposits and CD's	\$3,797,081
Mutual Funds	16,043,111
Total Deferred Compensation Plans	\$19,840,192



Monthly Account Statement

City of Moreno Valley

December 1, 2017 through December 31, 2017

Chandler Team

For questions about your account,
please call (800) 317-4747 or
Email operations@chandlerasset.com

Custodian

Union Bank N.A.
Tina Guzman
(619)-230-3547

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.



PORTFOLIO CHARACTERISTICS

Average Duration	2.46
Average Coupon	1.66 %
Average Purchase YTM	1.73 %
Average Market YTM	2.05 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.66 yrs
Average Life	2.53 yrs

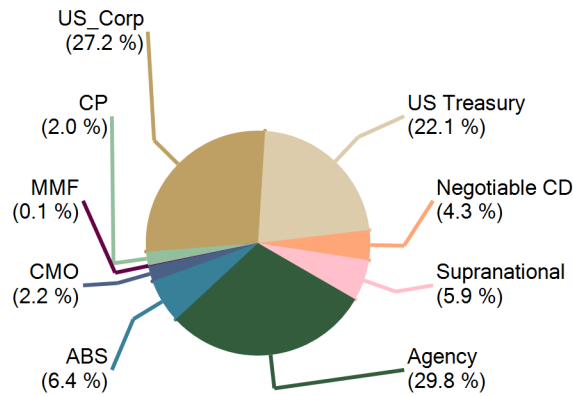
ACCOUNT SUMMARY

	Beg. Values as of 11/30/17	End Values as of 12/31/17
Market Value	84,178,061	84,154,287
Accrued Interest	307,661	357,569
Total Market Value	84,485,722	84,511,856
Income Earned	118,674	121,987
Cont/WD		0
Par	84,916,378	85,008,412
Book Value	84,802,827	84,874,856
Cost Value	84,658,448	84,745,878

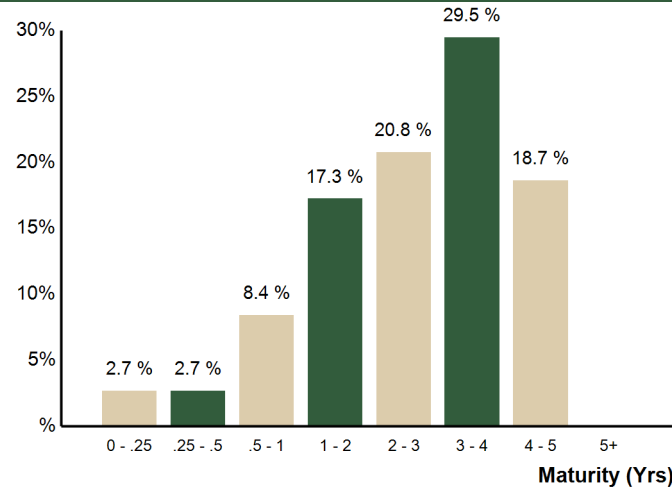
TOP ISSUERS

Issuer	% Portfolio
Government of United States	22.1 %
Federal National Mortgage Assoc	18.8 %
Federal Home Loan Mortgage Corp	9.1 %
Federal Home Loan Bank	4.1 %
Inter-American Dev Bank	3.6 %
Toyota ABS	2.4 %
Intl Bank Recon and Development	2.3 %
US Bancorp	2.2 %
Total	64.7 %

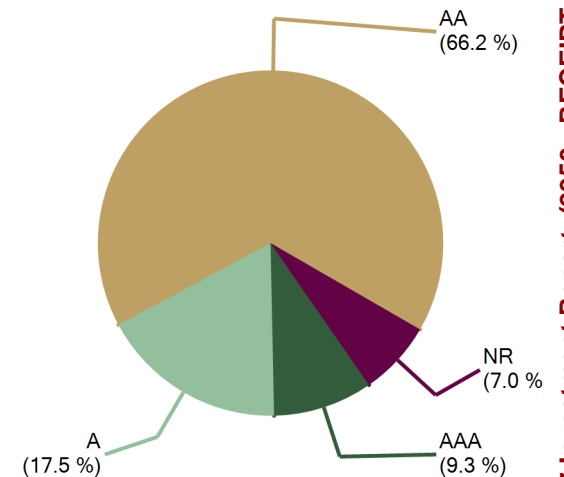
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 12/31/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			Since 5/31/2010	
					3 Yrs	5 Yrs	10 Yrs		
City of Moreno Valley	0.03 %	-0.26 %	1.14 %	1.14 %	1.23 %	1.05 %	N/A	1.57 %	12.52 %
BAML 1-5 Yr US Treasury/Agency Index	0.00 %	-0.38 %	0.66 %	0.66 %	0.91 %	0.76 %	N/A	1.23 %	9.74 %
BAML 1-5 Yr US Issuers Corp/Govt Rated AAA-A Index	0.01 %	-0.34 %	0.86 %	0.86 %	1.05 %	0.90 %	N/A	1.42 %	11.28 %

Attachment: 12-2017 Investment Report (2950 : RECEIPT OF QUARTERLY INVESTMENT REPORT -



City of Moreno Valley
December 31, 2017

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with state law and with the City's investment policy.

Category	Standard	Comment
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Supranationals	30% max; 5% max per issuer; "AA" rated by a NRSRO; Issued by IBRD, IFC or IADB only;	Complies
Municipal Securities (Local Agency/state)	No Limitation	Complies
Banker's Acceptances	40% maximum; 5% max issuer; 180 days max maturity	Complies
Commercial Paper	25% maximum; 5% max issuer; 270 days max maturity; "A-1/P-1/F-1" minimum ratings; "A" rated issuer or higher, if long term debt	Complies
Negotiable Certificates of Deposit	30% maximum; 5% max issuer	Complies
Medium Term Notes	30% maximum; 5% max issuer; "A" rated or better by a NRSRO	Complies
Money Market Mutual Funds	20% maximum; AAA/Aaa or Highest rating	Complies
Collateralized Certificates of Deposit (CD)/ Time Deposit (TD)	5% max issuer	Complies
FDIC Insured Certificates of Deposit (CD)/Time Deposit (TD)	5% max issuer	Complies
Asset-Backed (ABS), Mortgage Backed (MBS) and Collateralized Mortgage Obligations (CMO)	20% maximum; 5% max issuer; "AA" rated or better by a NRSRO; "A" rated issuer	Complies
Repurchase Agreements	No limitation; 1-year max maturity	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest only strips from mortgages; Reverse repurchase agreements; Futures/Option contracts	Complies
Issuer Maximum	5% per issuer for all non-government issuers and agencies	Complies
Maximum maturity	5 years	Complies
Weighted Average Maturity	3 years	Complies



Holdings Report

As of 12/31/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
ABS									
47788NAB4	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	198,337.67	07/19/2016 1.10 %	198,325.57 198,332.35	99.94 1.81 %	198,215.06 96.08	0.23 % (117.29)	Aaa / NR AAA	1. 0.
43814RAB2	Honda Auto Receivables 2016-4 A2 1.04% Due 4/18/2019	485,494.97	10/18/2016 1.05 %	485,481.42 485,487.90	99.81 1.73 %	484,577.83 182.33	0.57 % (910.07)	NR / AAA AAA	1. 0.
65478WAB1	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	182,666.69	08/02/2016 1.08 %	182,659.50 182,663.13	99.93 1.46 %	182,533.66 86.87	0.22 % (129.47)	Aaa / NR AAA	1. 0.
89231LAB3	Toyota Auto Receivables Owner 2016-D 1.06% Due 5/15/2019	309,735.17	10/04/2016 1.07 %	309,710.40 309,722.09	99.85 1.70 %	309,262.46 145.92	0.37 % (459.63)	Aaa / AAA NR	1. 0.
43814TAB8	Honda Auto Receivables 2017-1 A2 1.42% Due 7/22/2019	333,594.20	03/21/2017 1.43 %	333,586.23 333,588.86	99.86 1.78 %	333,142.49 131.58	0.39 % (446.37)	Aaa / NR AAA	1. 0.
47787XAB3	John Deere Owner Trust 2017-A A2 1.5% Due 10/15/2019	367,156.38	02/22/2017 1.50 %	367,154.91 367,155.38	99.87 1.84 %	366,675.38 244.77	0.43 % (480.00)	Aaa / NR AAA	1. 0.
654747AB0	Nissan Auto Receivables 2017-A A2A 1.47% Due 1/15/2020	329,846.37	03/21/2017 1.47 %	329,844.68 329,845.14	99.82 1.84 %	329,251.65 215.50	0.39 % (593.49)	Aaa / NR AAA	2. 0.
47788MAC4	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	586,562.06	02/23/2016 1.37 %	586,469.74 586,510.84	99.72 1.87 %	584,923.76 354.54	0.69 % (1,587.08)	Aaa / NR AAA	2. 0.
89231UAD9	Toyota Auto Receivables 2016-B 1.3% Due 4/15/2020	823,731.96	05/02/2016 1.31 %	823,689.87 823,713.49	99.62 1.92 %	820,638.83 475.93	0.97 % (3,074.66)	Aaa / AAA NR	2. 0.
43814QAC2	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	448,372.03	05/24/2016 1.40 %	448,363.34 448,366.90	99.67 1.92 %	446,892.36 276.99	0.53 % (1,474.54)	Aaa / NR AAA	2. 0.
47788BAB0	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	245,000.00	07/11/2017 1.60 %	244,978.71 244,982.26	99.75 1.95 %	244,391.67 173.13	0.29 % (590.59)	Aaa / NR AAA	2. 0.
89237RAB4	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	915,000.00	07/25/2017 1.59 %	914,991.31 914,992.54	99.70 1.93 %	912,230.30 642.53	1.08 % (2,762.24)	Aaa / AAA NR	2. 0.
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	170,000.00	07/11/2017 1.83 %	169,987.56 169,988.90	99.25 2.22 %	168,731.46 137.51	0.20 % (1,257.44)	Aaa / NR AAA	3. 1.
Total ABS		5,395,497.50	1.38 %	5,395,243.24 5,395,349.78	1.86 %	5,381,466.91 3,163.68	6.37 % (13,882.87)	Aaa / AAA AAA	2. 0.
AGENCY									
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	1,750,000.00	09/04/2014 1.83 %	1,702,260.00 1,734,593.97	99.02 1.88 %	1,732,883.25 9,114.58	2.06 % (1,710.72)	Aaa / AA+ AAA	1. 1.
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	1,700,000.00	10/29/2014 1.70 %	1,703,859.00 1,701,343.49	99.72 1.92 %	1,695,185.60 9,007.64	2.02 % (6,157.89)	Aaa / AA+ AAA	1. 1.
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,650,000.00	08/26/2015 1.56 %	1,636,522.80 1,643,289.00	98.50 2.03 %	1,625,330.85 3,781.25	1.93 % (17,958.15)	Aaa / AA+ AAA	2. 2.
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,655,000.00	09/29/2015 1.49 %	1,655,893.70 1,655,467.29	98.81 1.99 %	1,635,363.43 620.63	1.94 % (20,103.86)	Aaa / AA+ AAA	2. 2.
3137EAEK1	FHLMC Note 1.875% Due 11/17/2020	400,000.00	11/21/2017 1.96 %	398,963.53 399,001.53	99.48 2.06 %	397,903.60 958.33	0.47 % (1,097.93)	Aaa / AA+ AAA	2. 2.78

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
AGENCY									
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,650,000.00	12/16/2015 1.90 %	1,618,815.00 1,631,668.04	98.53 2.02 %	1,625,754.90 2,131.25	1.93 % (5,913.14)	Aaa / AA+ AAA	2. 2.
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,410,000.00	02/17/2016 1.46 %	1,404,303.60 1,406,433.12	97.76 2.12 %	1,378,459.71 7,162.60	1.64 % (27,973.41)	Aaa / AA+ AAA	3. 3.
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,675,000.00	Various 1.47 %	1,667,519.85 1,670,129.55	97.89 2.07 %	1,639,739.58 7,996.96	1.95 % (30,389.97)	Aaa / AA+ AAA	3. 3.
3135G0K69	FNMA Note 1.25% Due 5/6/2021	1,675,000.00	06/29/2016 1.18 %	1,680,695.00 1,678,926.37	97.27 2.10 %	1,629,192.10 3,198.78	1.93 % (49,734.27)	Aaa / AA+ AAA	3. 3.
313379RB7	FHLB Note 1.875% Due 6/11/2021	1,000,000.00	08/30/2017 1.67 %	1,007,540.00 1,006,867.96	99.15 2.13 %	991,504.00 1,041.67	1.17 % (15,363.96)	Aaa / AA+ AAA	3. 3.
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,100,000.00	10/04/2016 1.33 %	1,089,836.00 1,092,473.27	96.68 2.10 %	1,063,454.70 5,740.63	1.27 % (29,018.57)	Aaa / AA+ AAA	3. 3.
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	1,625,000.00	Various 1.32 %	1,610,283.75 1,614,217.29	96.53 2.13 %	1,568,599.50 7,058.60	1.86 % (45,617.79)	Aaa / AA+ AAA	3. 3.
3135G0N82	FNMA Note 1.25% Due 8/17/2021	1,700,000.00	Various 1.32 %	1,694,675.10 1,696,034.81	96.90 2.14 %	1,647,344.20 7,909.72	1.96 % (48,690.61)	Aaa / AA+ AAA	3. 3.
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	1,740,000.00	Various 1.75 %	1,710,142.50 1,716,219.89	97.25 2.14 %	1,692,188.28 5,582.50	2.01 % (24,031.61)	Aaa / AA+ AAA	3. 3.
3135G0S38	FNMA Note 2% Due 1/5/2022	1,700,000.00	04/25/2017 1.92 %	1,706,205.00 1,705,303.57	99.34 2.17 %	1,688,802.10 16,622.22	2.02 % (16,501.47)	Aaa / AA+ AAA	4. 3.
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	450,000.00	01/27/2017 2.03 %	457,185.15 455,850.59	100.90 2.14 %	454,045.95 4,987.50	0.54 % (1,804.64)	Aaa / AA+ AAA	4. 3.
3135G0T45	FNMA Note 1.875% Due 4/5/2022	1,725,000.00	06/19/2017 1.88 %	1,724,739.53 1,724,768.55	98.75 2.18 %	1,703,513.40 7,726.56	2.02 % (21,255.15)	Aaa / AA+ AAA	4. 4.
3135G0T78	FNMA Note 2% Due 10/5/2022	900,000.00	12/12/2017 2.25 %	889,749.00 889,859.85	98.75 2.28 %	888,762.60 4,250.00	1.06 % (1,097.25)	Aaa / AA+ AAA	4. 4.
Total Agency		25,505,000.00	1.63 %	25,359,188.51 25,422,448.14	2.08 %	25,058,027.75 104,891.42	29.77 % (364,420.39)	Aaa / AA+ AAA	3. 3.
CMO									
3137BDDC7	FHLMC K716 A2 3.13% Due 6/25/2021	475,000.00	09/12/2017 1.92 %	494,482.42 492,943.59	102.41 2.32 %	486,432.78 247.79	0.58 % (6,510.81)	Aaa / AA+ NR	3. 3.
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	1,350,000.00	09/21/2017 2.22 %	1,401,354.00 1,398,577.33	102.67 2.42 %	1,386,089.55 3,476.25	1.64 % (12,487.78)	Aaa / NR NR	4. 4.
Total CMO		1,825,000.00	2.14 %	1,895,836.42 1,891,520.92	2.39 %	1,872,522.33 3,724.04	2.22 % (18,998.59)	Aaa / AA+ NR	4. 3.

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
COMMERCIAL PAPER									
06538CCD1	Bank of Tokyo Mitsubishi NY Discount CP 1.45% Due 3/13/2018	1,695,000.00	11/07/2017 1.48 %	1,686,466.15 1,690,152.77	99.71 1.48 %	1,690,152.77 0.00	2.00 % 0.00	P-1 / A-1 NR	0. 0.
Total Commercial Paper		1,695,000.00	1.48 %	1,686,466.15 1,690,152.77	1.48 %	1,690,152.77 0.00	2.00 % 0.00	P-1 / A-1 NR	0. 0.
MONEY MARKET FUND FI									
60934N104	Federated Investors Government Obligations Fund	77,914.19	Various 1.15 %	77,914.19 77,914.19	1.00 1.15 %	77,914.19 0.00	0.09 % 0.00	Aaa / AAA AAA	0. 0.
Total Money Market Fund FI		77,914.19	1.15 %	77,914.19 77,914.19	1.15 %	77,914.19 0.00	0.09 % 0.00	Aaa / AAA AAA	0. 0.
NEGOTIABLE CD									
96121T3U0	Westpac Banking Corp Yankee CD 1.51% Due 7/20/2018	790,000.00	07/24/2017 1.51 %	789,998.03 789,998.91	100.00 1.51 %	789,998.91 5,434.32	0.94 % 0.00	P-1 / A-1+ F-1+	0. 0.
06417GXH6	Bank of Nova Scotia Yankee CD 1.57% Due 8/9/2018	1,480,000.00	08/08/2017 1.57 %	1,480,000.00 1,480,000.00	100.00 1.57 %	1,480,000.00 9,358.94	1.76 % 0.00	P-1 / A-1 NR	0. 0.
06371ETT4	Bank of Motreal Chicago Yankee CD 1.76% Due 11/7/2018	1,355,000.00	11/06/2017 1.76 %	1,355,000.00 1,355,000.00	100.00 1.76 %	1,355,000.00 3,643.44	1.61 % 0.00	P-1 / A-1 F-1+	0. 0.
Total Negotiable CD		3,625,000.00	1.63 %	3,624,998.03 3,624,998.91	1.63 %	3,624,998.91 18,436.70	4.31 % 0.00	P-1 / A-1 F-1+	0. 0.
SUPRANATIONAL									
459058ER0	Intl. Bank Recon & Development Note 1% Due 10/5/2018	1,915,000.00	09/30/2015 1.06 %	1,911,744.50 1,914,175.71	99.37 1.83 %	1,902,987.21 4,574.72	2.26 % (11,188.50)	Aaa / AAA AAA	0. 0.
4581X0CX4	Inter-American Dev Bank Note 1.625% Due 5/12/2020	1,400,000.00	04/05/2017 1.70 %	1,396,682.00 1,397,459.93	99.06 2.03 %	1,386,847.00 3,096.53	1.64 % (10,612.93)	Aaa / AAA AAA	2. 2.
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	1,675,000.00	01/10/2017 2.15 %	1,672,939.75 1,673,332.39	99.56 2.24 %	1,667,581.43 16,116.06	1.99 % (5,750.96)	Aaa / NR AAA	4. 3.
Total Supranational		4,990,000.00	1.61 %	4,981,366.25 4,984,968.03	2.03 %	4,957,415.64 23,787.31	5.89 % (27,552.39)	Aaa / AAA AAA	2. 2.
US CORPORATE									
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	505,000.00	Various 1.47 %	504,702.60 504,997.27	99.99 1.76 %	504,950.01 3,437.51	0.60 % (47.26)	Aa3 / AA- A	0. 0.
713448CR7	PepsiCo Inc Note 1.25% Due 4/30/2018	875,000.00	Various 1.26 %	874,650.00 874,961.96	99.92 1.50 %	874,270.25 1,853.30	1.04 % (691.71)	A1 / A+ A	0. 0.

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Holdings Report

As of 12/31/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
US CORPORATE									
037833AJ9	Apple Inc Note 1% Due 5/3/2018	1,400,000.00	05/22/2013 1.25 %	1,383,186.00 1,398,861.02	99.75 1.73 %	1,396,539.20 2,255.56	1.66 % (2,321.82)	Aa1 / AA+ NR	0. 0.
74005PBH6	Praxair Note 1.25% Due 11/7/2018	1,035,000.00	01/08/2015 1.68 %	1,018,719.45 1,031,379.50	99.59 1.74 %	1,030,737.87 1,940.63	1.22 % (641.63)	A2 / A NR	0. 0.
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	545,000.00	12/10/2013 1.99 %	543,839.15 544,780.04	99.96 2.00 %	544,760.75 531.38	0.65 % (19.29)	A2 / A A	0. 0.
36962G7G3	General Electric Capital Corp Note 2.3% Due 1/14/2019	1,750,000.00	01/08/2014 2.32 %	1,748,286.80 1,749,645.35	100.12 2.18 %	1,752,180.50 18,671.52	2.10 % 2,535.15	A2 / A A+	1. 1.
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	1,305,000.00	Various 2.07 %	1,308,459.75 1,305,806.11	100.11 2.03 %	1,306,465.52 9,243.76	1.56 % 659.41	A1 / AA- NR	1. 1.
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	1,365,000.00	Various 2.18 %	1,366,198.85 1,365,320.48	100.28 1.96 %	1,368,864.32 5,505.50	1.63 % 3,543.84	A1 / A+ AA	1. 1.
084664CK5	Berkshire Hathaway Note 1.3% Due 8/15/2019	495,000.00	08/08/2016 1.33 %	494,519.85 494,740.85	98.74 2.10 %	488,748.15 2,431.00	0.58 % (5,992.70)	Aa2 / AA A+	1. 1.
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	1,675,000.00	Various 2.29 %	1,675,650.55 1,675,210.32	100.26 2.13 %	1,679,366.73 11,771.53	2.00 % 4,156.41	A1 / A AA-	1. 1.
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	1,050,000.00	01/26/2015 2.17 %	1,048,857.60 1,049,524.37	99.78 2.26 %	1,047,697.35 9,468.96	1.25 % (1,827.02)	A2 / A A+	2. 2.
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	665,000.00	02/05/2015 1.77 %	664,301.75 664,703.32	99.36 2.06 %	660,773.93 4,396.39	0.79 % (3,929.39)	A1 / A+ A+	2. 2.
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	980,000.00	06/11/2015 2.49 %	969,146.50 974,754.15	99.23 2.58 %	972,443.22 2,511.26	1.15 % (2,310.93)	A1 / A NR	2. 2.
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	425,000.00	10/29/2015 2.02 %	424,660.00 424,807.02	99.61 2.14 %	423,345.48 1,369.44	0.50 % (1,461.54)	Aaa / AAA AA+	2. 2.
00440EAT4	ACE INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	1,050,000.00	02/06/2017 2.16 %	1,054,945.50 1,053,735.11	99.84 2.36 %	1,048,328.40 3,890.83	1.25 % (5,406.71)	A3 / A A	2. 2.
78012KKU0	Royal Bank of Canada Note 2.5% Due 1/19/2021	1,050,000.00	12/11/2017 2.37 %	1,053,979.50 1,053,912.77	100.30 2.40 %	1,053,110.10 11,812.50	1.26 % (802.67)	A1 / AA- AA	3. 2.
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	1,160,000.00	Various 1.97 %	1,173,322.80 1,168,808.15	99.78 2.30 %	1,157,403.92 8,591.74	1.38 % (11,404.23)	Aaa / AA+ NR	3. 3.
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	425,000.00	05/24/2017 2.12 %	435,340.25 433,714.71	101.04 2.46 %	429,418.30 3,867.50	0.51 % (4,296.41)	A2 / A A	3. 3.
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	580,000.00	05/16/2016 1.96 %	579,698.40 579,796.18	98.56 2.40 %	571,628.28 1,319.50	0.68 % (8,167.90)	A1 / A AA-	3. 3.
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	770,000.00	Various 1.57 %	769,085.90 769,341.71	97.37 2.31 %	749,728.21 4,740.85	0.89 % (19,613.50)	Aaa / AAA AA+	3. 3.
68389XBK0	Oracle Corp Callable Note Cont 8/01/21 1.9% Due 9/15/2021	1,100,000.00	11/29/2016 2.40 %	1,075,371.00 1,080,936.48	98.42 2.35 %	1,082,639.80 6,153.89	1.29 % 1,703.32	A1 / AA- A+	3. 3.53

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Holdings Report

As of 12/31/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
US CORPORATE									
91159HHP8	US Bancorp Note 2.625% Due 1/24/2022	515,000.00	01/19/2017 2.66 %	514,114.20 514,280.11	100.57 2.48 %	517,957.13 5,895.68	0.62 % 3,677.02	A1 / A+ AA	4. 3.
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	1,170,000.00	07/25/2017 2.45 %	1,169,894.70 1,169,903.75	99.16 2.64 %	1,160,159.13 12,182.63	1.39 % (9,744.62)	A2 / A A+	4. 4.
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	1,050,000.00	11/29/2017 2.58 %	1,032,234.00 1,032,550.16	97.93 2.67 %	1,028,246.10 7,250.83	1.23 % (4,304.06)	A1 / A+ A+	4. 4.
Total US Corporate		22,940,000.00	2.06 %	22,883,165.10 22,916,470.89	2.18 %	22,849,762.65 141,093.69	27.20 % (66,708.24)	A1 / A+ A+	2. 2.

US TREASURY									
912828SD3	US Treasury Note 1.25% Due 1/31/2019	400,000.00	12/28/2017 1.83 %	397,500.00 397,518.84	99.38 1.83 %	397,500.00 2,092.39	0.47 % (18.84)	Aaa / AA+ AAA	1. 1.
912828R85	US Treasury Note 0.875% Due 6/15/2019	1,555,000.00	07/28/2016 0.82 %	1,557,434.90 1,556,227.88	98.60 1.85 %	1,533,254.88 635.46	1.82 % (22,973.00)	Aaa / AA+ AAA	1. 1.
912828UB4	US Treasury Note 1% Due 11/30/2019	700,000.00	03/30/2015 1.38 %	688,135.15 695,142.72	98.36 1.88 %	688,488.50 615.38	0.82 % (6,654.22)	Aaa / AA+ AAA	1. 1.
912828VF4	US Treasury Note 1.375% Due 5/31/2020	1,750,000.00	07/10/2015 1.62 %	1,730,250.01 1,740,246.78	98.72 1.92 %	1,727,579.00 2,115.38	2.05 % (12,667.78)	Aaa / AA+ AAA	2. 2.
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,650,000.00	Various 1.37 %	1,650,064.12 1,650,032.21	98.54 1.94 %	1,625,895.15 7,708.73	1.93 % (24,137.06)	Aaa / AA+ AAA	2. 2.
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,600,000.00	03/09/2016 1.40 %	1,598,442.85 1,599,018.83	98.09 2.02 %	1,569,500.80 9,206.52	1.87 % (29,518.03)	Aaa / AA+ AAA	3. 2.
912828B90	US Treasury Note 2% Due 2/28/2021	1,650,000.00	Various 1.55 %	1,683,525.06 1,672,425.92	99.94 2.02 %	1,649,033.10 11,212.71	1.96 % (23,392.82)	Aaa / AA+ AAA	3. 3.
912828Q37	US Treasury Note 1.25% Due 3/31/2021	1,700,000.00	Various 1.58 %	1,676,910.00 1,682,297.87	97.53 2.04 %	1,658,030.40 5,429.26	1.97 % (24,267.47)	Aaa / AA+ AAA	3. 3.
912828S27	US Treasury Note 1.125% Due 6/30/2021	1,015,000.00	Various 1.91 %	980,766.29 988,582.13	96.84 2.06 %	982,964.57 31.55	1.16 % (5,617.56)	Aaa / AA+ AAA	3. 3.
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,700,000.00	11/09/2016 1.48 %	1,671,251.79 1,677,967.76	96.49 2.10 %	1,640,301.10 4,886.33	1.95 % (37,666.66)	Aaa / AA+ AAA	3. 3.
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,785,000.00	03/13/2017 2.14 %	1,752,722.58 1,757,926.89	98.47 2.14 %	1,757,668.08 10,613.85	2.09 % (258.81)	Aaa / AA+ AAA	4. 3.
912828XG0	US Treasury Note 2.125% Due 6/30/2022	1,700,000.00	08/15/2017 1.82 %	1,724,111.17 1,722,253.34	99.82 2.17 %	1,696,878.80 99.79	2.01 % (25,374.54)	Aaa / AA+ AAA	4. 4.

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Holdings Report

As of 12/31/17

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
US TREASURY									
912828L57	US Treasury Note 1.75% Due 9/30/2022	1,750,000.00	10/17/2017 1.99 %	1,730,585.94 1,731,391.28	98.00 2.20 %	1,714,931.75 7,824.52	2.04 % (16,459.53)	Aaa / AA+ AAA	4. 4.
Total US Treasury		18,955,000.00	1.60 %	18,841,699.86 18,871,032.45	2.03 %	18,642,026.13 62,471.87	22.13 % (229,006.32)	Aaa / AA+ AAA	3. 3.
TOTAL PORTFOLIO		85,008,411.69	1.73 %	84,745,877.75 84,874,856.08	2.05 %	84,154,287.28 357,568.71	100.00 % (720,568.80)	Aa1 / AA AAA	2. 2.
TOTAL MARKET VALUE PLUS ACCRUED						84,511,855.99			

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/01/2017	44932HAC7	1,050,000.00	IBM Credit Corp Note 2.2% Due 9/8/2022	98.308	2.58 %	1,032,234.00	5,325.83	1,037,559.83	0.00
Purchase	12/01/2017	60934N104	302.52	Federated Investors Government Obligations Fund	1.000	0.94 %	302.52	0.00	302.52	0.00
Purchase	12/05/2017	60934N104	8,280.00	Federated Investors Government Obligations Fund	1.000	0.94 %	8,280.00	0.00	8,280.00	0.00
Purchase	12/05/2017	60934N104	1,500,000.00	Federated Investors Government Obligations Fund	1.000	0.94 %	1,500,000.00	0.00	1,500,000.00	0.00
Purchase	12/11/2017	60934N104	12,630.00	Federated Investors Government Obligations Fund	1.000	0.94 %	12,630.00	0.00	12,630.00	0.00
Purchase	12/11/2017	60934N104	420,000.00	Federated Investors Government Obligations Fund	1.000	0.94 %	420,000.00	0.00	420,000.00	0.00
Purchase	12/12/2017	60934N104	0.08	Federated Investors Government Obligations Fund	1.000	0.94 %	0.08	0.00	0.08	0.00
Purchase	12/13/2017	3135G0T78	900,000.00	FNMA Note 2% Due 10/5/2022	98.861	2.25 %	889,749.00	3,350.00	893,099.00	0.00
Purchase	12/13/2017	60934N104	5,313.75	Federated Investors Government Obligations Fund	1.000	0.94 %	5,313.75	0.00	5,313.75	0.00
Purchase	12/13/2017	78012KKU0	1,050,000.00	Royal Bank of Canada Note 2.5% Due 1/19/2021	100.379	2.37 %	1,053,979.50	10,500.00	1,064,479.50	0.00
Purchase	12/15/2017	60934N104	6,803.13	Federated Investors Government Obligations Fund	1.000	0.94 %	6,803.13	0.00	6,803.13	0.00
Purchase	12/15/2017	60934N104	12,160.80	Federated Investors Government Obligations Fund	1.000	0.94 %	12,160.80	0.00	12,160.80	0.00
Purchase	12/15/2017	60934N104	13.79	Federated Investors Government Obligations Fund	1.000	0.94 %	13.79	0.00	13.79	0.00
Purchase	12/15/2017	60934N104	3,306.12	Federated Investors Government Obligations Fund	1.000	0.94 %	3,306.12	0.00	3,306.12	0.00
Purchase	12/15/2017	60934N104	324.63	Federated Investors Government Obligations Fund	1.000	0.94 %	324.63	0.00	324.63	0.00
Purchase	12/15/2017	60934N104	257.83	Federated Investors Government Obligations Fund	1.000	0.94 %	257.83	0.00	257.83	0.00
Purchase	12/15/2017	60934N104	39,763.70	Federated Investors Government Obligations Fund	1.000	0.94 %	39,763.70	0.00	39,763.70	0.00
Purchase	12/15/2017	60934N104	58,808.55	Federated Investors Government Obligations Fund	1.000	0.94 %	58,808.55	0.00	58,808.55	0.00
Purchase	12/15/2017	60934N104	28,782.59	Federated Investors Government Obligations Fund	1.000	0.94 %	28,782.59	0.00	28,782.59	0.00
Purchase	12/15/2017	60934N104	37,616.59	Federated Investors Government Obligations Fund	1.000	0.94 %	37,616.59	0.00	37,616.59	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/15/2017	60934N104	50,211.94	Federated Investors Government Obligations Fund	1.000	0.94 %	50,211.94	0.00	50,211.94	0.00
Purchase	12/15/2017	60934N104	22,183.46	Federated Investors Government Obligations Fund	1.000	0.94 %	22,183.46	0.00	22,183.46	0.00
Purchase	12/18/2017	60934N104	77,311.74	Federated Investors Government Obligations Fund	1.000	0.94 %	77,311.74	0.00	77,311.74	0.00
Purchase	12/18/2017	60934N104	1,204.75	Federated Investors Government Obligations Fund	1.000	0.94 %	1,204.75	0.00	1,204.75	0.00
Purchase	12/18/2017	60934N104	15,462.03	Federated Investors Government Obligations Fund	1.000	0.94 %	15,462.03	0.00	15,462.03	0.00
Purchase	12/21/2017	60934N104	41,224.52	Federated Investors Government Obligations Fund	1.000	0.94 %	41,224.52	0.00	41,224.52	0.00
Purchase	12/22/2017	60934N104	12,412.50	Federated Investors Government Obligations Fund	1.000	0.94 %	12,412.50	0.00	12,412.50	0.00
Purchase	12/26/2017	60934N104	1,238.96	Federated Investors Government Obligations Fund	1.000	0.94 %	1,238.96	0.00	1,238.96	0.00
Purchase	12/26/2017	60934N104	3,476.25	Federated Investors Government Obligations Fund	1.000	0.94 %	3,476.25	0.00	3,476.25	0.00
Purchase	12/29/2017	912828SD3	400,000.00	US Treasury Note 1.25% Due 1/31/2019	99.375	1.83 %	397,500.00	2,051.63	399,551.63	0.00
Purchase	12/31/2017	60934N104	23,771.88	Federated Investors Government Obligations Fund	1.000	1.15 %	23,771.88	0.00	23,771.88	0.00
	Subtotal		5,782,862.11				5,756,324.61	21,227.46	5,777,552.07	0.00
Security Contribution	12/07/2017	60934N104	411.67	Federated Investors Government Obligations Fund	1.000		411.67	0.00	411.67	0.00
	Subtotal		411.67				411.67	0.00	411.67	0.00
TOTAL ACQUISITIONS			5,783,273.78				5,756,736.28	21,227.46	5,777,963.74	0.00

DISPOSITIONS										
Sale	12/01/2017	02665WAQ4	275,000.00	American Honda Finance Note 1.55% Due 12/11/2017	100.002	1.47 %	275,005.50	2,012.85	277,018.35	7.00
Sale	12/01/2017	458140AL4	640,000.00	Intel Corp Note 1.35% Due 12/15/2017	99.993	1.52 %	639,955.20	3,984.00	643,939.20	-57.00
Sale	12/01/2017	60934N104	116,602.28	Federated Investors Government Obligations Fund	1.000	0.94 %	116,602.28	0.00	116,602.28	0.00
Sale	12/13/2017	60934N104	1,064,479.50	Federated Investors Government Obligations Fund	1.000	0.94 %	1,064,479.50	0.00	1,064,479.50	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	12/13/2017	60934N104	893,099.00	Federated Investors Government Obligations Fund	1.000	0.94 %	893,099.00	0.00	893,099.00	0.00
Sale	12/29/2017	60934N104	399,551.63	Federated Investors Government Obligations Fund	1.000	0.94 %	399,551.63	0.00	399,551.63	0.00
Subtotal			3,388,732.41				3,388,693.11	5,996.85	3,394,689.96	-49.00
Paydown	12/15/2017	43814QAC2	11,627.97	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	100.000		11,627.97	532.83	12,160.80	0.00
Paydown	12/15/2017	477877AD6	0.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	100.000		0.00	13.79	13.79	0.00
Paydown	12/15/2017	47787XAB3	2,843.62	John Deere Owner Trust 2017-A A2 1.5% Due 10/15/2019	100.000		2,843.62	462.50	3,306.12	0.00
Paydown	12/15/2017	47788BAB0	0.00	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	100.000		0.00	324.63	324.63	0.00
Paydown	12/15/2017	47788BAD6	0.00	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		0.00	257.83	257.83	0.00
Paydown	12/15/2017	47788MAC4	39,054.67	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	100.000		39,054.67	709.03	39,763.70	0.00
Paydown	12/15/2017	47788NAB4	58,575.19	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	100.000		58,575.19	233.36	58,808.55	0.00
Paydown	12/15/2017	654747AB0	28,343.81	Nissan Auto Receivables 2017-A A2A 1.47% Due 1/15/2020	100.000		28,343.81	438.78	28,782.59	0.00
Paydown	12/15/2017	65478WAB1	37,420.35	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	100.000		37,420.35	196.24	37,616.59	0.00
Paydown	12/15/2017	89231LAB3	49,894.27	Toyota Auto Receivables Owner 2016-D 1.06% Due 5/15/2019	100.000		49,894.27	317.67	50,211.94	0.00
Paydown	12/15/2017	89231UAD9	21,268.04	Toyota Auto Receivables 2016-B 1.3% Due 4/15/2020	100.000		21,268.04	915.42	22,183.46	0.00
Paydown	12/18/2017	43814RAB2	76,824.40	Honda Auto Receivables 2016-4 A2 1.04% Due 4/18/2019	100.000		76,824.40	487.34	77,311.74	0.00
Paydown	12/18/2017	477877AD6	15,462.03	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	100.000		15,462.03	0.00	15,462.03	0.00
Paydown	12/18/2017	89237RAB4	0.00	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		0.00	1,204.75	1,204.75	0.00
Paydown	12/21/2017	43814TAB8	40,781.51	Honda Auto Receivables 2017-1 A2 1.42% Due 7/22/2019	100.000		40,781.51	443.01	41,224.52	0.00
Paydown	12/26/2017	3137BDDC7	0.00	FHLMC K716 A2 3.13% Due 6/25/2021	100.000		0.00	1,238.96	1,238.96	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	12/26/2017	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	100.000		0.00	3,476.25	3,476.25	0.00
	Subtotal		382,095.86				382,095.86	11,252.39	393,348.25	0.00
Maturity	12/05/2017	166764AA8	1,500,000.00	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/5/2017	100.000		1,500,000.00	0.00	1,500,000.00	0.00
Maturity	12/11/2017	02665WAQ4	420,000.00	American Honda Finance Note 1.55% Due 12/11/2017	100.000		420,000.00	0.00	420,000.00	0.00
	Subtotal		1,920,000.00				1,920,000.00	0.00	1,920,000.00	0.00
Security Withdrawal	12/07/2017	60934N104	411.67	Federated Investors Government Obligations Fund	1.000		411.67	0.00	411.67	0.00
	Subtotal		411.67				411.67	0.00	411.67	0.00
TOTAL DISPOSITIONS			5,691,239.94				5,691,200.64	17,249.24	5,708,449.88	-49.00

OTHER TRANSACTIONS										
Interest	12/05/2017	166764AA8	1,500,000.00	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/5/2017	0.000		8,280.00	0.00	8,280.00	0.00
Interest	12/11/2017	02665WAQ4	420,000.00	American Honda Finance Note 1.55% Due 12/11/2017	0.000		3,255.00	0.00	3,255.00	0.00
Interest	12/11/2017	313379RB7	1,000,000.00	FHLB Note 1.875% Due 6/11/2021	0.000		9,375.00	0.00	9,375.00	0.00
Interest	12/13/2017	24422ESF7	545,000.00	John Deere Capital Corp Note 1.95% Due 12/13/2018	0.000		5,313.75	0.00	5,313.75	0.00
Interest	12/15/2017	912828R85	1,555,000.00	US Treasury Note 0.875% Due 6/15/2019	0.000		6,803.13	0.00	6,803.13	0.00
Interest	12/22/2017	3135G0D75	1,655,000.00	FNMA Note 1.5% Due 6/22/2020	0.000		12,412.50	0.00	12,412.50	0.00
Interest	12/31/2017	912828S27	1,015,000.00	US Treasury Note 1.125% Due 6/30/2021	0.000		5,709.38	0.00	5,709.38	0.00
Interest	12/31/2017	912828XG0	1,700,000.00	US Treasury Note 2.125% Due 6/30/2022	0.000		18,062.50	0.00	18,062.50	0.00
	Subtotal		9,390,000.00				69,211.26	0.00	69,211.26	0.00

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Transaction Ledger

11/30/17 Thru 12/31/17

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	12/01/2017	60934N104	52,182.21	Federated Investors Government Obligations Fund	0.000		302.52	0.00	302.52	0.00
Dividend	12/12/2017	60934N104	35,816.23	Federated Investors Government Obligations Fund	0.000		0.08	0.00	0.08	0.00
	Subtotal		87,998.44				302.60	0.00	302.60	0.00
TOTAL OTHER TRANSACTIONS			9,477,998.44				69,513.86	0.00	69,513.86	0.00

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Section 3

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CITY OF MORENO VALLEY

December 2017

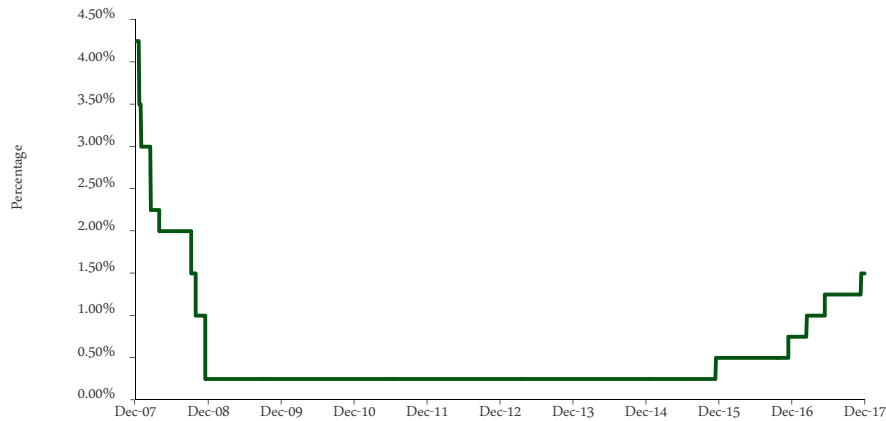
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FIXED INCOME MARKET REVIEW

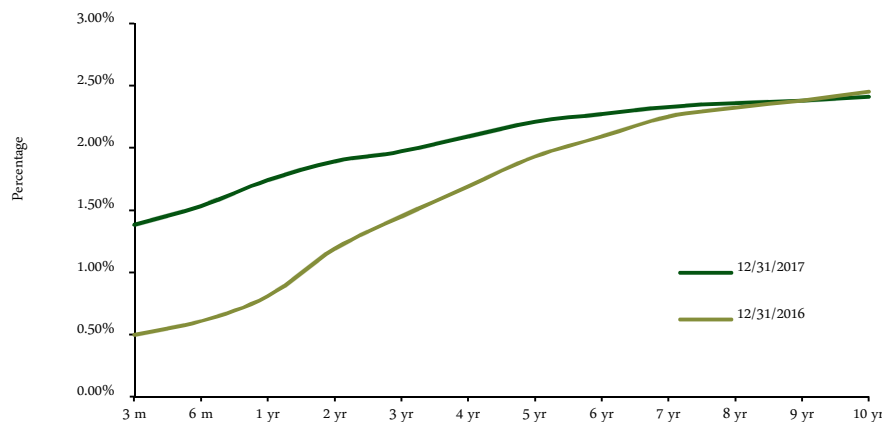
As of December 31, 2017

Chart 1: Fed funds target rate: 12/31/2007—12/31/2017



Source: Bloomberg Finance LP, December 31, 2017.

Chart 2: Treasury yield curve: 12/31/2016 and 12/31/2017



Source: Bloomberg Finance LP, December 31, 2017.

Economic Indicators and Monetary Policy

On December 13th, the Federal Open Market Committee (FOMC) raised its key interest rate to a range of 1.25% to 1.50%. (See Chart 1). The vote was 7-2 for the rate move, which was the third increase in 2017 and widely anticipated. Consistent with previous guidance regarding the scheduled winding down of its balance sheet, the FOMC announced it will increase the limit of securities allowed to run-off by another \$10bn per month starting in January, bringing the monthly pace to \$20bn.

The FOMC’s expectations for three rate hikes in 2018 remained unchanged, and it forecast the rate to reach 3.1% in 2020 with the long-run rate projected at 2.8%. The FOMC’s expectations for GDP increased to 2.5% for 2018 from the prior estimate of 2.1% and the median forecast for long-run expansion was unchanged at 1.8%. While the forecast for core PCE inflation was unchanged, the headline PCE forecast rose to 1.7% from 1.6%. The FOMC further predicted that unemployment will fall to 3.9% by the end of 2018 versus the prior projection of 4.1%.

The employment report released on December 8th showed that nonfarm payrolls increased 228,000 in November, more than the forecast for 195,000 jobs added. The annual growth rate for hourly earnings increased to 2.5% in November, less than expectations for 2.7% growth and the prior month’s reading was revised to 2.3% growth from the original estimate of 2.4%. The unemployment rate was unchanged at 4.1% in November and underemployment rate increased 0.1% to 8.0%.

The final reading of third quarter GDP was released on December 21st at 3.2% compared to the forecast and prior estimate of 3.3%. Personal consumption decreased to 2.2% from the prior estimate of 2.3% following 3.3% growth in the second quarter.

Also this month, the Senate and the House of Representatives passed the Tax Cuts and Jobs Act, which will see the corporate tax rate fall from 35% to 21%, effective January 1, 2018. The package is estimated at \$1.5tn over 10 years and is the most significant reform since the Reagan administration.

Interest Rate Summary

At the end of December the 3-month US Treasury bill yielded 1.38%, the 6-month US Treasury bill yielded 1.53%, the 2-year US Treasury note yielded 1.89%, the 5-year US Treasury note yielded 2.21% and the 10-year US Treasury note yielded 2.41%. (See Chart 2).

ACTIVITY AND PERFORMANCE SUMMARY

For the period December 1, 2017 - December 31, 2017

<u>Amortized Cost Basis Activity Summary</u>		
Opening balance		55,544,223.50
Income received	53,838.12	
Total receipts		53,838.12
Total disbursements		0.00
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Realized gain (loss)		0.00
Total amortization expense		(7,826.49)
Total OID/MKT accretion income		4,261.58
Return of capital		0.00
Closing balance		55,594,496.71
Ending fair value		55,267,870.99
Unrealized gain (loss)		(326,625.72)

<u>Detail of Amortized Cost Basis Return</u>				
	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	79.18	0.00	0.00	79.18
Corporate Bonds	22,930.14	(1,210.27)	0.00	21,719.87
Government Agencies	36,842.97	(3,121.08)	0.00	33,721.89
Government Bonds	10,566.33	766.44	0.00	11,332.77
Total	70,418.62	(3,564.91)	0.00	66,853.71

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.00	0.59	0.11
Overnight Repo	0.95	0.57	0.11
Merrill Lynch 3m US Treas Bill	0.91	0.55	0.11
Merrill Lynch 6m US Treas Bill	1.02	0.60	0.12
ML 1 Year US Treasury Note	1.20	0.70	0.14
ML 2 Year US Treasury Note	1.43	0.80	0.16
ML 5 Year US Treasury Note	1.91	0.97	0.18

* rates reflected are cumulative

<u>Summary of Amortized Cost Basis Return for the Period</u>	
	Total portfolio
Interest earned	70,418.62
Accretion (amortization)	(3,564.91)
Realized gain (loss) on sales	0.00
Total income on portfolio	66,853.71
Average daily amortized cost	55,569,291.99
Period return (%)	0.12
YTD return (%)	1.24
Weighted average final maturity in days	516

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ACTIVITY AND PERFORMANCE SUMMARY

For the period December 1, 2017 - December 31, 2017

Opening balance		55,254,558.85
Income received	53,838.12	
Total receipts		53,838.12
Total disbursements		0.00
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Unrealized gain (loss) on security movements		0.00
Return of capital		0.00
Change in fair value for the period		(40,525.98)
Ending fair value		55,267,870.99

	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	79.18	0.00	79.18
Corporate Bonds	22,930.14	(7,987.81)	14,942.33
Government Agencies	36,842.97	(25,837.50)	11,005.47
Government Bonds	10,566.33	(6,700.67)	3,865.66
Total	70,418.62	(40,525.98)	29,892.64

	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	1.00	0.59	0.11
Overnight Repo	0.95	0.57	0.11
ICE ML 1 Year US Treasury Note	0.57	0.26	0.04
ICE ML 3m US Treas Bill	0.86	0.55	0.11
ICE ML 6m US Treas Bill	0.95	0.59	0.11
ICE ML US Treasury 1-5	0.65	(0.10)	(0.01)
ICE ML US Treasury 1-3	0.42	(0.01)	0.01

* rates reflected are cumulative

	Total portfolio
Interest earned	70,418.62
Change in fair value	(40,525.98)
Total income on portfolio	29,892.64
Average daily total value *	55,454,322.46
Period return (%)	0.05
YTD return (%)	0.82
Weighted average final maturity in days	516

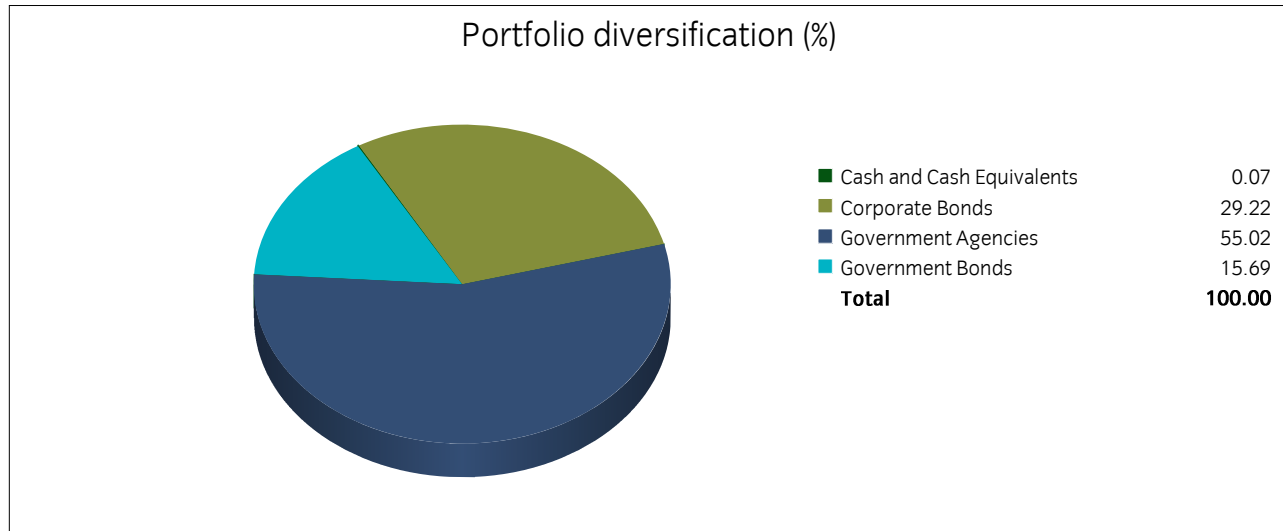
* Total value equals market value and accrued interest

Attachment: 12-2017 Investment Report (2950 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

RECAP OF SECURITIES HELD

As of December 31, 2017

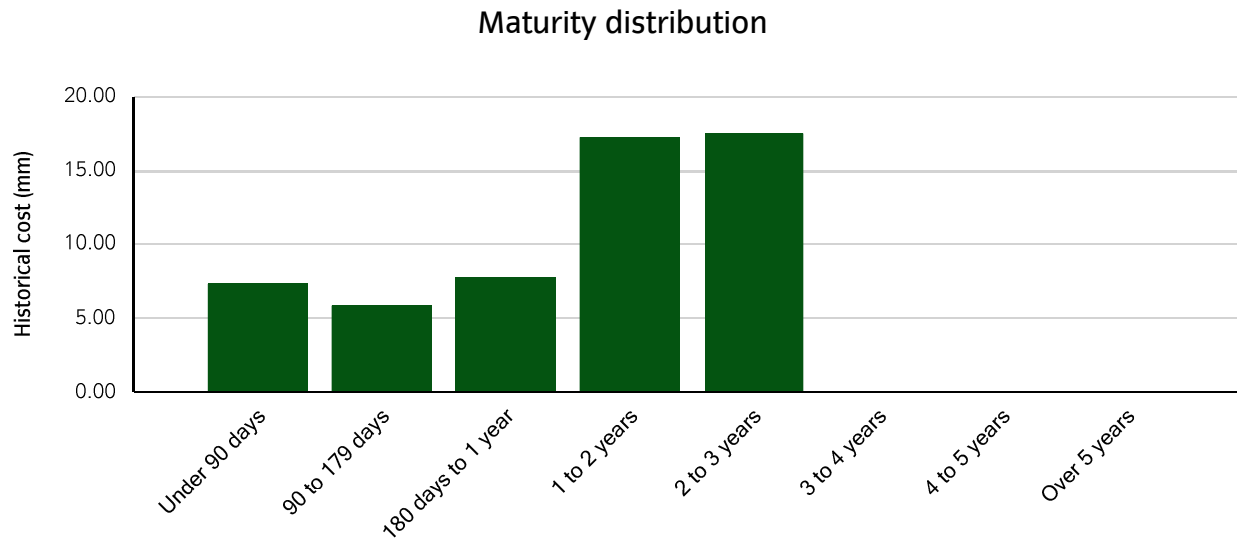
	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	41,162.37	41,162.37	41,162.37	0.00	1	0.07	0.00
Corporate Bonds	16,242,571.70	16,229,916.33	16,145,850.89	(84,065.44)	491	29.22	1.30
Government Agencies	30,589,207.55	30,552,760.94	30,346,845.40	(205,915.54)	522	55.02	1.37
Government Bonds	8,720,512.44	8,770,657.07	8,734,012.33	(36,644.74)	542	15.69	1.45
Total	55,593,454.06	55,594,496.71	55,267,870.99	(326,625.72)	516	100.00	1.36



MATURITY DISTRIBUTION OF SECURITIES HELD

As of December 31, 2017

Maturity	Historic cost	Percent
Under 90 days	7,348,058.22	13.22
90 to 179 days	5,812,441.38	10.46
180 days to 1 year	7,681,078.64	13.82
1 to 2 years	17,224,082.37	30.98
2 to 3 years	17,527,793.45	31.53
3 to 4 years	0.00	0.00
4 to 5 years	0.00	0.00
Over 5 years	0.00	0.00
	55,593,454.06	100.00



SECURITIES HELD

As of December 31, 2017

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Cash and Cash Equivalents											
Cash and Cash Equivalents	0.000		41,162.37	41,162.37 0.00	41,162.37 0.00	41,162.37 0.00	0.00	0.00	0.00	0.00	0.07
Total Cash and Cash Equivalents			41,162.37	41,162.37 0.00	41,162.37 0.00	41,162.37 0.00	0.00	0.00	0.00	0.00	0.07
Corporate Bonds											
459200HZ7 IBM CORP 1.125% 06/02/2018	1.125	02/06/2018	1,000,000.00	998,600.00 0.00	999,953.42 38.82	999,393.00 250.00	(560.42)	0.00	968.75	4,531.25	1.80
24422ESB6 JOHN DEERE CAPITAL CORP 1.3% 12/03/2018	1.300	03/12/2018	1,000,000.00	998,550.00 0.00	999,906.28 39.04	999,187.00 32.00	(719.28)	0.00	1,119.44	3,936.11	1.80
191216BA7 COCA-COLA CO/THE 1.15% 01/04/2018	1.150	04/01/2018	1,000,000.00	995,110.00 0.00	999,596.56 133.00	998,667.00 90.00	(929.56)	0.00	990.28	2,875.00	1.79
931142DF7 WAL-MART STORES INC 1.125% 11/04/2018	1.125	04/11/2018	1,130,000.00	1,128,960.40 0.00	1,129,941.93 17.25	1,129,717.50 1,488.21	(224.43)	0.00	1,094.69	2,825.00	2.03
037833AJ9 APPLE INC 1% 03/05/2018	1.000	05/03/2018	500,000.00	493,995.00 0.00	499,585.51 101.09	498,764.00 (43.50)	(821.51)	0.00	430.56	805.56	0.89
91159HHE3 US BANCORP 1.95% 15/11/2018 (CALLABLE 15/10/18)	1.950	11/15/2018 10/15/2018	215,000.00	215,455.80 0.00	215,083.77 (7.98)	215,021.29 (311.32)	(62.48)	0.00	361.02	535.71	0.39
17275RBB7 CISCO SYSTEMS INC 1.6% 28/02/2019	1.600	02/28/2019	700,000.00	702,331.00 0.00	700,899.83 (64.28)	696,984.40 (460.60)	(3,915.43)	0.00	964.45	3,826.67	1.26
17275RAR3 CISCO SYSTEMS INC 2.125% 01/03/2019	2.125	03/01/2019	500,000.00	503,740.00 0.00	500,872.32 (62.16)	500,561.50 (369.00)	(310.82)	0.00	914.93	3,541.67	0.91

Attachment: 12-2017 Investment Report (2950 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

SECURITIES HELD

As of December 31, 2017

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Corporate Bonds											
89236TDE2 TOYOTA MOTOR CREDIT CORP 1.4% 20/05/2019	1.400	05/20/2019	1,500,000.00	1,504,395.00 0.00	1,502,090.87 (125.45)	1,486,453.50 87.00	(15,637.37)	0.00	1,808.34	2,391.67	2.71
94988J5D5 WELLS FARGO BANK NA 1.75% 24/05/2019	1.750	05/24/2019	1,200,000.00	1,196,316.00 0.00	1,197,741.20 134.46	1,193,331.60 (1,012.80)	(4,409.60)	0.00	1,808.33	2,158.33	2.15
02665WAH4 AMERICAN HONDA FINANCE 2.25% 15/08/2019	2.250	08/15/2019	1,500,000.00	1,541,520.00 0.00	1,520,760.00 (1,064.62)	1,502,242.50 (958.50)	(18,517.50)	0.00	2,906.25	12,750.00	2.77
713448DJ4 PEPSICO INC 1.35% 04/10/2019	1.350	10/04/2019	1,500,000.00	1,487,931.00 0.00	1,491,340.60 409.76	1,482,156.00 (1,762.50)	(9,184.60)	0.00	1,743.75	4,893.75	2.68
594918AY0 MICROSOFT CORP 1.85% 12/02/2020 (CALLABLE 12/01/20)	1.850	02/12/2020 01/12/2020	1,000,000.00	1,004,330.00 0.00	1,003,215.85 (126.61)	996,125.00 115.00	(7,090.85)	0.00	1,593.06	7,143.06	1.81
166764AR1 CHEVRON CORP 1.961% 03/03/2020 (CALLABLE 03/02/20)	1.961	03/03/2020 02/03/2020	1,000,000.00	1,003,180.00 0.00	1,002,888.56 (110.67)	996,484.00 (1,368.00)	(6,404.56)	0.00	1,688.64	6,427.72	1.80
25468PDP8 WALT DISNEY COMPANY/THE 1.95% 04/03/2020	1.950	03/04/2020	1,000,000.00	1,003,140.00 0.00	1,002,425.38 (92.81)	996,750.00 (1,232.00)	(5,675.38)	0.00	1,679.17	6,337.50	1.80
69353REP9 PNC BANK NA 2.3% 01/06/2020 (CALLABLE 02/05/20)	2.300	06/01/2020 05/02/2020	550,000.00	550,104.50 (491.94)	550,102.38 (2.12)	549,457.70 (646.80)	(644.68)	0.00	562.23	1,054.17	0.99
0258MODX4 AMERICAN EXPRESS CREDIT 2.6% 14/09/2020 (CALLABLE 14/08/20)	2.600	09/14/2020 08/14/2020	900,000.00	914,913.00 0.00	913,511.87 (416.18)	904,554.90 (1,912.50)	(8,956.97)	0.00	2,015.00	6,955.00	1.65

Attachment: 12-2017 Investment Report (2950 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

SECURITIES HELD

As of December 31, 2017

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Corporate Bonds											
Total Corporate Bonds			16,195,000.00	16,242,571.70 (491.94)	16,229,916.33 (1,199.46)	16,145,850.89 (8,015.31)	(84,065.44)	0.00	22,648.89	72,988.17	29.22
Government Agencies											
3137EADN6 FREDDIE MAC 0.75% 12/01/2018 #1	0.750	01/12/2018	1,850,000.00	1,833,275.85 0.00	1,849,872.38 319.04	1,849,696.60 738.15	(175.78)	0.00	1,194.79	6,513.54	3.30
3135G0TG8 FANNIE MAE 0.875% 08/02/2018	0.875	02/08/2018	1,500,000.00	1,475,430.00 0.00	1,499,443.59 439.28	1,499,277.00 451.50	(166.59)	0.00	1,130.21	5,213.54	2.65
3135G0VC4 FANNIE MAE 1.13% 28/02/2018 CALLABLE	1.130	02/28/2018	2,000,000.00	2,001,040.00 0.00	2,000,063.61 (31.80)	1,999,240.00 220.00	(823.61)	0.00	1,946.11	7,721.67	3.60
3135G0WJ8 FANNIE MAE 0.875% 21/05/2018	0.875	05/21/2018	1,000,000.00	969,505.00 0.00	997,518.87 527.90	997,375.00 147.00	(143.87)	0.00	753.47	972.22	1.74
31331KNA4 FEDERAL FARM CREDIT BANK 2.58% 08/06/2018	2.580	06/08/2018	1,200,000.00	1,248,852.00 0.00	1,207,627.09 (1,448.18)	1,205,508.00 (1,260.00)	(2,119.09)	15,480.00	2,666.00	1,978.00	2.25
3135G0YM9 FANNIE MAE 1.875% 18/09/2018	1.875	09/18/2018	2,000,000.00	2,036,700.00 0.00	2,009,255.72 (1,076.24)	2,001,748.00 (2,044.00)	(7,507.72)	0.00	3,229.17	10,729.17	3.66
3135G0YT4 FANNIE MAE 1.625% 27/11/2018	1.625	11/27/2018	1,000,000.00	996,020.00 0.00	999,270.89 66.89	998,422.00 (1,206.00)	(848.89)	0.00	1,399.30	1,534.72	1.79
313376BR5 FEDERAL HOME LOAN BANK 1.75% 14/12/2018	1.750	12/14/2018	2,000,000.00	2,043,800.00 0.00	2,016,778.62 (1,463.25)	1,997,816.00 (2,884.00)	(18,962.62)	17,500.00	3,013.89	1,652.78	3.68
3137EADZ9 FREDDIE MAC 1.125% 15/04/2019	1.125	04/15/2019	2,000,000.00	2,000,040.00 0.00	2,000,016.94 (1.09)	1,981,694.00 (984.00)	(18,322.94)	0.00	1,937.50	4,750.00	3.60

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SECURITIES HELD

As of December 31, 2017

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Agencies											
3134GBRH7 FREDDIE MAC 1.4% 14/06/2019 CALLABLE	1.400	06/14/2019	1,500,000.00	1,499,100.00 0.00	1,499,332.96 38.19	1,489,965.00 435.00	(9,367.96)	10,500.00	1,808.34	991.67	2.70
3133ECW83 FEDERAL FARM CREDIT BANK 2.06% 01/08/2019	2.060	08/01/2019	1,500,000.00	1,526,550.00 0.00	1,515,742.52 (827.11)	1,503,510.00 (2,385.00)	(12,232.52)	0.00	2,660.83	12,875.00	2.75
313380FB8 FEDERAL HOME LOAN BANK 1.375% 13/09/2019	1.375	09/13/2019	1,000,000.00	1,016,632.00 0.00	1,008,811.94 (431.25)	990,730.00 840.00	(18,081.94)	0.00	1,184.03	4,125.00	1.83
3130AA2H0 FEDERAL HOME LOAN BANK 1.125% 29/11/2019	1.125	11/29/2019	1,700,000.00	1,684,980.50 0.00	1,690,426.98 416.82	1,672,392.00 (4,097.00)	(18,034.98)	0.00	1,646.87	1,700.00	3.03
3137EAE5 FREDDIE MAC 1.5% 17/01/2020	1.500	01/17/2020	1,000,000.00	990,460.00 (6,750.00)	990,511.50 51.50	990,538.00 78.00	26.50	0.00	83.33	6,833.33	1.78
3133ECEY6 FEDERAL FARM CREDIT BANK 1.45% 11/02/2020	1.450	02/11/2020	1,000,000.00	999,000.00 0.00	999,339.98 26.02	988,200.00 (1,990.00)	(11,139.98)	0.00	1,248.61	5,638.89	1.80
3134G96L6 FREDDIE MAC 1.3% 25/02/2020 (CALLABLE 25/02/18)	1.300	02/25/2020 02/25/2018	1,000,000.00	1,000,000.00 0.00	1,000,000.00 0.00	984,080.00 (1,200.00)	(15,920.00)	0.00	1,119.44	4,550.00	1.80
3136G3UB9 FANNIE MAE 1.2% 30/03/2020 CALLABLE	1.200	03/30/2020	1,300,000.00	1,299,025.00 0.00	1,299,398.51 22.27	1,278,108.00 (2,080.00)	(21,290.51)	0.00	1,300.00	3,900.00	2.34
3130AB6A9 FEDERAL HOME LOAN BANK 1.65% 20/07/2020	1.650	07/20/2020	1,000,000.00	999,910.00 0.00	999,928.06 2.34	989,990.00 (2,570.00)	(9,938.06)	0.00	1,420.84	7,379.17	1.80
3130ACBY9 FEDERAL HOME LOAN BANK 1.68% 28/08/2020 (CALLABLE 28/02/18)	1.680	08/28/2020 02/28/2018	1,600,000.00	1,600,000.00 0.00	1,600,000.00 0.00	1,579,744.00 (1,792.00)	(20,256.00)	0.00	2,314.67	9,184.00	2.88

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SECURITIES HELD

As of December 31, 2017

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Agencies											
3133EHM9 FEDERAL FARM CREDIT BANK 1.5% 14/09/2020	1.500	09/14/2020	1,500,000.00	1,495,110.00 0.00	1,495,569.43 136.46	1,478,475.00 (1,230.00)	(17,094.43)	0.00	1,937.50	6,687.50	2.69
3133EG2L8 FEDERAL FARM CREDIT BANK 1.92% 28/12/2020	1.920	12/28/2020	1,880,000.00	1,873,777.20 (17,245.87)	1,873,851.35 74.15	1,870,336.80 (3,440.40)	(3,514.55)	18,048.00	1,102.93	300.80	3.37
Total Government Agencies			30,530,000.00	30,589,207.55 (23,995.87)	30,552,760.94 (3,158.06)	30,346,845.40 (26,252.75)	(205,915.54)	61,528.00	35,097.83	105,231.00	55.02
Government Bonds											
912828UU2 USA TREASURY 0.75% 31/03/2018	0.750	03/31/2018	1,000,000.00	976,018.98 0.00	998,734.88 435.76	998,451.00 521.00	(283.88)	0.00	638.73	1,895.60	1.76
912828WD8 USA TREASURY 1.25% 31/10/2018	1.250	10/31/2018	1,700,000.00	1,679,818.19 0.00	1,696,559.02 350.89	1,693,227.20 (331.50)	(3,331.82)	0.00	1,819.75	3,580.80	3.02
912828A34 USA TREASURY 1.25% 30/11/2018	1.250	11/30/2018	725,000.00	709,284.65 0.00	722,082.31 270.81	721,459.83 (396.57)	(622.48)	0.00	771.81	771.81	1.28
912828B33 USA TREASURY 1.5% 31/01/2019	1.500	01/31/2019	1,450,000.00	1,452,039.06 0.00	1,451,647.89 (129.01)	1,444,675.60 (1,586.30)	(6,972.29)	0.00	1,832.20	9,042.80	2.61
912828F39 USA TREASURY 1.75% 30/09/2019	1.750	09/30/2019	1,100,000.00	1,108,507.81 0.00	1,106,531.87 (317.38)	1,097,507.40 (1,633.50)	(9,024.47)	0.00	1,639.43	4,865.39	1.99
912828X21 USA TREASURY 1.5% 15/04/2020	1.500	04/15/2020	1,500,000.00	1,498,652.34 0.00	1,498,788.56 44.93	1,486,054.50 (1,699.50)	(12,734.06)	0.00	1,916.21	4,759.62	2.70

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SECURITIES HELD

As of December 31, 2017

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
Government Bonds											
912828WC0	1.750	10/31/2020	1,300,000.00	1,296,191.41	1,296,312.54	1,292,636.80	(3,675.74)	0.00	1,948.20	3,833.56	2.33
USA TREASURY 1.75% 31/10/2020				0.00	110.44	(1,574.30)					
Total Government Bonds			8,775,000.00	8,720,512.44	8,770,657.07	8,734,012.33	(36,644.74)	0.00	10,566.33	28,749.58	15.69
Grand total			55,541,162.37	55,593,454.06	55,594,496.71	55,267,870.99	(326,625.72)	61,528.00	68,313.05	206,968.75	100.00
				(24,487.81)	(3,591.08)	(40,968.73)					

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SECURITIES PURCHASED

For the period December 1, 2017 - December 31, 2017

Cusip / Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Unit cost	Principal cost	Accrue interest purchase
Corporate Bonds							
69353REP9 PNC BANK NA 2.3% 01/06/2020 (CALLABLE 02/05/20) JEFFERIES LLC.	12/13/2017 12/15/2017	2.300	06/01/2020 05/02/2020	550,000.00	100.02	(550,104.50)	(491.90)
Total Corporate Bonds				550,000.00		(550,104.50)	(491.90)
Government Agencies							
3133EG2L8 FEDERAL FARM CREDIT BANK 1.92% 28/12/2020 WELLS FARGO SECURITIES INTL LTD	12/18/2017 12/20/2017	1.920	12/28/2020	1,880,000.00	99.67	(1,873,777.20)	(17,245.80)
3137EAEE5 FREDDIE MAC 1.5% 17/01/2020 WELLS FARGO SECURITIES INTL LTD	12/27/2017 12/29/2017	1.500	01/17/2020	1,000,000.00	99.05	(990,460.00)	(6,750.00)
Total Government Agencies				2,880,000.00		(2,864,237.20)	(23,995.80)
Grand total				3,430,000.00		(3,414,341.70)	(24,487.80)

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SECURITIES SOLD AND MATURED

For the period December 1, 2017 - December 31, 2017

Cusip/ Description/ Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost at sale or maturity /Accr (amort)	Price	Fair value at sale or maturity / Chg.in fair value	Realized gain (loss)	Accrued interest sold	Interest received	Initial investment	Final value
Corporate Bonds													
458140AL4 INTEL CORP 1.35% DUE 12-15-2017	12/15/2017 12/15/2017	1.350		(500,000.00)	501,300.00	500,000.00 (10.81)	0.00	500,000.00 27.50	0.00	0.00	3,375.00	2,000.00	2,027.50
Total (Corporate Bonds)				(500,000.00)	501,300.00	500,000.00 (10.81)		500,000.00 27.50	0.00	0.00	3,375.00	2,000.00	2,027.50
Government Agencies													
3135G0RT2 FANNIE MAE .875% DUE 12-20-2017 REG	12/20/2017 12/20/2017	0.875		(1,850,000.00)	1,845,264.00	1,850,000.00 54.47	0.00	1,850,000.00 305.25	0.00	0.00	8,093.75	8,000.00	8,093.75
3134G6PM9 FREDDIE MAC 1.05% 29/12/2017 CALLABLE	12/29/2017 12/29/2017	1.050		(1,000,000.00)	1,000,600.00	1,000,000.00 (17.49)	0.00	1,000,000.00 110.00	0.00	0.00	5,250.00	8,000.00	8,017.50
Total (Government Agencies)				(2,850,000.00)	2,845,864.00	2,850,000.00 36.98		2,850,000.00 415.25	0.00	0.00	13,343.75	1,700.00	1,743.75
Grand total				(3,350,000.00)	3,347,164.00	3,350,000.00 26.17		3,350,000.00 442.75	0.00	0.00	16,718.75	2,000.00	2,042.75

Attachment: 12-2017 Investment Report (2950 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

TRANSACTION REPORT

For the period December 1, 2017 - December 31, 2017

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction	Balance
12/08/2017 12/08/2017	31331KNA4	Income	Government Agencies	FEDERAL FARM CREDIT BANK	06/08/2018	1,200,000.00	0.00	0.00	15,480.00	15,480.00	0
12/13/2017 12/15/2017	69353REP9	Bought	Corporate Bonds	PNC BANK NA 2.3% 01/06/2020	06/01/2020	550,000.00	0.00	(550,104.50)	(491.94)	(550,596.44)	4
12/14/2017 12/14/2017	313376BR5	Income	Government Agencies	FEDERAL HOME LOAN BANK	12/14/2018	2,000,000.00	0.00	0.00	17,500.00	17,500.00	0
12/14/2017 12/14/2017	3134GBRH7	Income	Government Agencies	FREDDIE MAC 1.4% 14/06/2019	06/14/2019	1,500,000.00	0.00	0.00	10,500.00	10,500.00	0
12/15/2017 12/15/2017	458140AL4	Income	Corporate Bonds	INTEL CORP 1.35% DUE	12/15/2017	500,000.00	0.00	0.00	3,375.00	3,375.00	0
12/15/2017 12/15/2017	458140AL4	Capital Change	Corporate Bonds	INTEL CORP 1.35% DUE	12/15/2017	(500,000.00)	0.00	500,000.00	0.00	500,000.00	0
12/18/2017 12/20/2017	3133EG2L8	Bought	Government Agencies	FEDERAL FARM CREDIT BANK	12/28/2020	1,880,000.00	0.00	(1,873,777.20)	(17,245.87)	(1,891,023.07)	7
12/20/2017 12/20/2017	3135G0RT2	Income	Government Agencies	FANNIE MAE .875% DUE	12/20/2017	1,850,000.00	0.00	0.00	8,093.75	8,093.75	5
12/20/2017 12/20/2017	3135G0RT2	Capital Change	Government Agencies	FANNIE MAE .875% DUE	12/20/2017	(1,850,000.00)	0.00	1,850,000.00	0.00	1,850,000.00	0
12/27/2017 12/29/2017	3137EAEE5	Bought	Government Agencies	FREDDIE MAC 1.5% 17/01/2020	01/17/2020	1,000,000.00	0.00	(990,460.00)	(6,750.00)	(997,210.00)	0
12/28/2017 12/28/2017	3133EG2L8	Income	Government Agencies	FEDERAL FARM CREDIT BANK	12/28/2020	1,880,000.00	0.00	0.00	18,048.00	18,048.00	0
12/29/2017 12/29/2017	3134G6PM9	Income	Government Agencies	FREDDIE MAC 1.05%	12/29/2017	1,000,000.00	0.00	0.00	5,250.00	5,250.00	0
12/29/2017 12/29/2017	3134G6PM9	Capital Change	Government Agencies	FREDDIE MAC 1.05%	12/29/2017	(1,000,000.00)	0.00	1,000,000.00	0.00	1,000,000.00	0
12/31/2017		Income	Cash and Cash Equivalents	Cash		0.00	0.00	0.00	79.18	79.18	8

Attachment: 12-2017 Investment Report (2950 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

JANUARY 2018



IN THIS ISSUE:

Market Summary 1

- Yield Curve
- Current Yields

Economic Round-Up 2

- Credit Spreads
- Economic Indicators

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

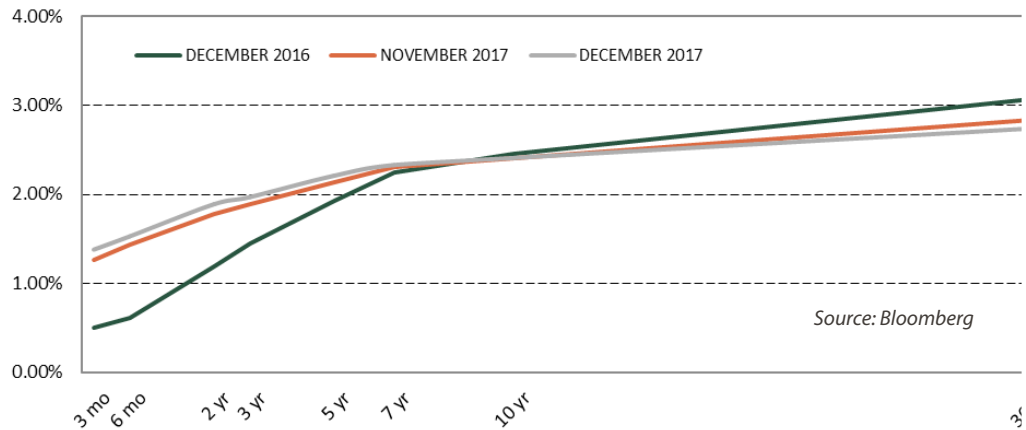
Market Summary

The yield curve flattened meaningfully in 2017, with the 2-year/10-year Treasury yield spread narrowing from 126 basis points the end of 2016 to as low as 52 basis points at the end of December—the tightest spread since October 2007. In December, the 2-year Treasury yield increased about ten basis points to 1.88% and the 10-year Treasury yield was essentially unchanged. During 2017, the Federal Reserve raised the fed funds rate three times by a total of 75 basis points, which largely fueled the increase in shorter rates. However, inflation expectations were muted, which kept a lid on longer term rates. All else being equal, we believe the Fed's ongoing efforts to normalize the balance sheet should help promote a steeper yield curve, but we don't expect the impact of this to be reflected in the market until later this year. We also believe tax reform is likely to provide a tailwind to economic growth and help drive yields at the long end of the curve higher. Global demand for Treasuries will also continue to influence yields.

The Federal Open Market Committee's (FOMC) economic projections indicate the Fed plans to hike the fed funds rate three times this year to a median level of 2.1%. We believe the rotation of new voting members into the FOMC this year, as well as a new Fed Chairman, may make for a more hawkish FOMC this year. Assuming inflation remains contained below 2.0% and the US dollar does not materially appreciate, we think three rate hikes are likely this year. While we expect the Fed to remain on a path toward monetary policy normalization, we continue to believe that the Fed's terminal rate forecast of 2.8% is too high, and believe the long-run rate is probably closer to 2.5%. As such, we see little room for additional rate hikes beyond this year, unless there is a significant pick-up in economic growth and inflation.

We are forecasting GDP growth of about 2.5% in 2018, which is in line with the Fed's forecast and the market consensus. This would equate to a slight increase over the 2017 GDP growth consensus estimate of 2.3%. Overall, economic data was quite favorable heading into 2018, with the exception of still-sluggish inflation readings. The economy is at or near full employment, consumer confidence is strong, and leading indicators suggest the economy will continue to grow modestly.

The Treasury Yield Curve Flattened Further in December:



The Treasury yield curve continued to flatten in December. The 2-year Treasury yield increased about ten basis points in December to 1.88% and the 10-year Treasury yield was essentially unchanged.

TREASURY YIELDS	Trend (▲/▼)	12/31/2017	11/30/2017	Change
3-Month	▲	1.38	1.26	0.12
2-Year	▲	1.89	1.78	0.11
3-Year	▲	1.97	1.89	0.08
5-Year	▲	2.21	2.14	0.07
7-Year	▲	2.33	2.31	0.02
10-Year	▲	2.41	2.41	0.00
30-Year	▼	2.74	2.83	(0.09)

Source: Bloomberg

Economic Roundup

Consumer Prices

The Consumer Price Index (CPI) was up 2.1% year-over-year in December, versus up 2.2% year-over-year in November. Core CPI (CPI less food and energy) was up 1.8% year-over-year in December, versus up 1.7% year-over-year in November. Core CPI remains soft but did move higher. The Personal Consumption Expenditures (PCE) index was up 1.8% year-over-year in November, versus up 1.6% year-over-year in October. However, Core PCE (excluding food and energy) was up just 1.5% on year-over-year basis in November. PCE inflation remains well below the Fed's 2.0% target.

Retail Sales

On a year-over-year basis, retail sales were up 5.4% in December, versus up 6.0% year-over-year in November. On a month-over-month basis, retail sales increased 0.4% in December (slightly below expectations), following a strong 0.9% increase in November. Excluding autos and gas, the month-over-month figure was up 0.4% in December as well. Overall, retail sales for the last two months of the year combined are indicative of solid consumer spending trends.

Labor Market

U.S. nonfarm payrolls rose by 148,000 in December, below the consensus forecast of 191,000 but still enough to absorb new entrants into the labor market. October and November payrolls were revised down by a net total of 9,000. Nevertheless, on a trailing 3-month and 6-month basis, payrolls increased by an average of 204,000 and 166,000 per month, respectively. The unemployment rate and the labor participation rate were unchanged in December at 4.1% and 62.7%, respectively. A broader measure of unemployment called the U-6, which includes those who are marginally attached to the labor force and employed part time for economic reasons, edged up to 8.1% in December from 8.0% in November and 7.9% in October. Wages rose 0.3% in December, following a downwardly revised 0.1% increase in November. Wages were up 2.5% on a year-over-year basis in December, in line with expectations.

Housing Starts

Total housing starts were stronger than expected in November, up 3.3%. Single-family starts increased 5.3% in November while multi-family starts were down slightly. Permits were also better than expected in November.

Credit Spreads Tightened Slightly in December

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top rated commercial paper	0.14	0.08	0.06
2-year A corporate note	0.37	0.39	(0.02)
5-year A corporate note	0.48	0.53	(0.05)
5-year Agency note	0.07	0.07	0.00

Source: Bloomberg

Data as of 12/31/2017

Economic Data Points to Ongoing Growth

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(50.5) \$Bln NOV 17	(48.9) \$Bln OCT 17	(46.4) \$Bln NOV 16
GDP	3.2% SEP 17	3.1% JUN 17	2.8% SEP 16
Unemployment Rate	4.1% DEC 17	4.1% NOV 17	4.7% DEC 16
Prime Rate	4.50% DEC 17	4.25% NOV 17	3.75% DEC 16
CRB Index	193.86 DEC 17	189.17 NOV 17	192.51 DEC 16
Oil (West Texas Int.)	\$60.42 DEC 17	\$57.40 NOV 17	\$53.72 DEC 16
Consumer Price Index (y/o/y)	2.1% DEC 17	2.2% NOV 17	2.1% DEC 16
Producer Price Index (y/o/y)	3.3% DEC 17	4.3% NOV 17	1.9% DEC 16
Dollar/Euro	1.20 DEC 17	1.19 NOV 17	1.05 DEC 16

Source: Bloomberg

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Market Data

World Indices

data as of 12/31/2017

	Diff (11/30/17)	% Change
S&P 500		
2,673.61	26.03	0.98%
NASDAQ		
6,903.39	29.42	0.43%
DOW JONES		
24,719.22	446.87	1.84%
FTSE (UK)		
7,687.77	361.10	4.93%
DAX (Germany)		
12,917.64	(106.34)	(0.82%)
Hang Seng (Hong Kong)		
29,919.15	741.80	2.54%
Nikkei (Japan)		
22,764.94	39.98	0.18%

Source: Bloomberg



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Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer
Abdul Ahmad, Fire Chief

AGENDA DATE: February 6, 2018

TITLE: AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN
FIRE STATIONS

RECOMMENDED ACTION

Recommendations:

1. Authorize the City Manager or his designee to contract with Stanley Convergent Security Solutions, Inc. for the installation and monitoring of security alarm systems at (7) fire station locations in an amount not to exceed \$84,404.
2. Authorize the City Manager or his designee to contract with Hitachi Data Systems for the purchase of equipment and professional services related to the installation of camera systems at the (7) fire station locations in an amount not to exceed \$257,383.24.
3. Authorize the budget adjustments listed in the Fiscal Impact section to transfer funding for this project from the General Fund unassigned fund balance to the Facilities Maintenance Fund operating accounts.
4. Authorize the City Manager or his designee to execute any subsequent related change orders to the contract with Stanley Convergent Security Solutions, Inc. up to, but not exceeding, a 10% contingency amount of \$8,440
5. Authorize the City Manager or his designee to execute any subsequent related change orders to the contract with Hitachi Data Systems up to, but not exceeding, a 10% contingency amount of \$25,738.32

SUMMARY

This report recommends authorizing a budget adjustment and award of contracts to

Stanley Convergent Security Solutions, Inc. (SCSS) and Hitachi Data Systems (HDS), subject to review by the City Attorney, to provide security upgrades to the seven (7) fire stations located in Moreno Valley. The purchases from SCSS and HDS are based on a sole source provision of the City's Procurement Policy. SCSS has been the City's vendor for installation, repair and monitoring of security systems since 2007, when SCSS purchased Honeywell, and therefore has specialized knowledge of the City's equipment needs and security protocols. Additionally, the servers and storage for the Citywide Camera System operate exclusively on HDS equipment.

DISCUSSION

Over the last three months, burglaries occurred at four of the seven City fire stations. Three of the thefts have occurred while fire personnel were off site responding to emergency calls and one occurred while Fire Department personnel were on site, sleeping, posing an obvious safety issue. In an effort to proactively deter additional burglaries, and as a safety precaution, City staff is proposing the installation of monitored security alarm systems and security cameras at each of the seven fire stations. In addition to the proposed security measures, Facilities Maintenance staff has already implemented security enhancements which could be immediately performed, to include conducting a security lighting survey on all exterior lights and interior safety lights, enhancing the security of all perimeter doors and windows, installation of locks on each bedroom/bay door, and installation of a security gate at Fire Station 65, as well as verification that all other security gates at each station are properly operating.

Staff requested the current security vendors, SCSS and HDS, perform a site assessment at each of the fire stations. The assessments were completed and the estimated cost of implementing the requested security measures total \$411,787.24. The cost is comprised of \$84,404.00 for the purchase of equipment and installation of alarmed security intrusion detection systems by SCSS, and approximately \$257,383.24 for the purchase of equipment and installation of security cameras by HDS, and approximately \$70,000.00 of costs to meet assumptions and prerequisites of the quotes, including required data connections and electrical work.

Staff recommends that security upgrades be performed by the existing vendors, SCSS and HDS as sole source providers (City Procurement Policy #3.18, Section V, Paragraphs A.8 & 9) to ensure standardization and compatibility with existing hardware and software. Both vendors' knowledge of the complete systems provides significant and unique value to the City of Moreno Valley in operating these systems.

ALTERNATIVES

1. Authorize the City Manager or his designee to contract with SCSS for the purchase of equipment and installation of alarmed security intrusion detection

systems for an amount not to exceed \$84,404; and HDS for the purchase of equipment and installation of security cameras for an amount not to exceed \$257,383.24; and authorize the recommended budget adjustments to transfer funding to Facilities Maintenance Fund operating accounts; and approve the expenditure of an amount not to exceed \$70,000 to meet assumptions and prerequisites of the quotes; and authorize the City Manager or his designee to execute any subsequent related change orders to the contract up to, but not exceeding, the 10% contingency amount of \$8,440 for SCSS and \$25,738.32 for HDS. *Staff recommends this alternative to improve the safety of fire personnel and to provide increased security of City and staff's property.*

2. Do not authorize a contract with SCSS and HDS, nor authorize the budget adjustments. *Staff does not recommend this option as it would hinder the improvement of safety of fire personnel and City and staff's property.*

FISCAL IMPACT

The City realized operating budget savings from FY 16/17 that can be used for the requested amount in order to reinvest the savings into critical City infrastructure. Staff recommends the authorization to appropriate up to \$445,965 (\$411,787.24 plus \$34,178.32 in contingencies) from the General Fund for the safety and preservation of Fire Department personnel and the City's assets.

The following sets forth the proposed budget adjustments necessary to complete the project.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 17/18 Budget	Proposed Adjustments	FY 17/18 Amended Budget
Transfer out	General Fund	1010-99-99-91010-907320	Exp	\$0	\$445,965	\$445,965
Transfer in	Facilities Maintenance Asset	7320-99-99-97320-801010	Rev	\$0	\$445,965	\$445,965
Equipment purchase and installation	Facilities Maintenance Asset	7320-30-40-18410-660310	Exp	\$0	\$445,965	\$445,965

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
 Angelic Davis
 Management Analyst

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

Concurred By:
 Ahmad Abdul
 Fire Chief

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.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

Objective 2.1: Reduce crime, the fear of crime, and the perception of crime in the community.

Objective 2.6: Enhance operational excellence and efficiency in delivery of Police services.

Objective 2.8: Enhance communication and coordination with City departments to provide accountability in emergency preparedness activities and minimize redundancy of efforts citywide.

ATTACHMENTS

- 1. Stanley Convergent Security Solutions Proposal
- 2. Hitachi Vantara Proposal
- 3. Stanley Convergent Security Systems Amendment No. 2

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/24/18 6:21 PM
City Attorney Approval	<u>✓ Approved</u>	1/29/18 4:36 PM
City Manager Approval	<u>✓ Approved</u>	1/29/18 5:06 PM

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY SUNNYMEAD FIRE STATION #2 AT 24935 HEMLOCK STREET, MORENO VALLEY, CA 92557. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://STANLEYCSS.COM/LEGAL/](http://STANLEYCSS.COM/LEGAL/)

Solution: Moreno Valley Sunnymead Fire Station #2 Intrusion Alarm System

Quote: Q-00876253

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
2	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
15	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
3	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
3	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
1	B335-3	BOSCH 3PK SWIVEL BRACKET/820/835/774
6	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
6	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT

License Information (as of 10/03/2016): AK 1003300; 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; A ROC204975; AR 0329770517; CMPY.00019111, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO5911; ACO6055, Alan company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 01583; 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm System Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 95 OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925M2; W 045298; WI 969322; WY LV-G-23879. REV (2016.10.03) Q-00876253

4	Miscellaneous Hardware Inovonics Secondary Window Alarm Magnet
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Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

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Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

Attachment: Stanley Convergent Security Solutions Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

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Equipment Notes**Theory of Operation****INTRUSION ALARM SYSTEM**

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 99 alarm points and up to 500 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "system armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows that open to be alarmed using wireless alarm contacts. Stanley to install two alarm magnets on the window and configure the system so that the window can be "armed" in two positions (fully closed, and partially open)
- *Overhead doors in the apparatus bay area to be protected with wireless alarm contacts

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Three hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the hallways and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors
- * One hardwired wall-mount infrared motion detector will be installed to provide coverage in the exercise room

Alarm System Arm/Disarm Control -

- * Stanley to install 2 Bosch arm/disarm keypads; one inside near the main building entry door, and one inside near the designated apparatus bay entry door.
- * Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

1. Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.
2. Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.

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3. Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.
4. Customer to provide 110-volt power connection at system control panel location
5. Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
 Warranty Duration: 90 Days
 Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

*Prices do not include taxes
 *Price includes prevailing wage labor rates

Total Installation Price*:	\$11,984.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$11,984.00
Monthly Service Charges	
Total Monthly Fee*:	\$163.00 USD
Payment Frequency:	Monthly in Advance

STANLEY Convergent Security Solutions, Inc.

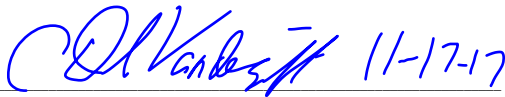
Customer: Moreno Valley Sunnymead Fire Station #2

 STANLEY Authorized Manager (Sign)

 Customer (Sign)

 STANLEY Authorized Manager (Print)

 Customer (Print)

 11-17-17

 Security Representative (Sign)

 Title

David Vandegrift ACE35002

 Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV Sunnymeade Fire Station #2 / Intrusion Alarm System	MV Sunnymeade Fire Station #2 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY TOWNGATE FIRE STATION #6 AT 22250 EUCALYPTUS STREET, MORENO VALLEY, CA 92553. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://STANLEYCSS.COM/LEGAL/](http://STANLEYCSS.COM/LEGAL/)

Solution: Moreno Valley Towngate Fire Station #6_Intrusion Alarm System

Quote: Q-00879085

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
2	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
17	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
3	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
3	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
1	B335-3	BOSCH 3PK SWIVEL BRACKET/820/835/774
8	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
8	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT

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4	Miscellaneous Hardware Inovonics Secondary Window Alarm Magnet
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Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

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Attachment: Stanley Convergent Security Solutions Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

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Equipment Notes

Theory of Operation

INTRUSION ALARM SYSTEM

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 99 alarm points and up to 500 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "system armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows that open to be alarmed using wireless alarm contacts. Stanley to install two alarm magnets on the window and configure the system so that the window can be "armed" in two positions (fully closed, and partially open)
- *Overhead doors in the apparatus bay area and the roof hatch will be protected with wireless alarm contacts
- *One additional overhead door at the remote storage shed will also be protected with a wireless alarm contact

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Three hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the hallways and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors
- * One hardwired wall-mount infrared motion detector will be installed to provide coverage in the exercise room

Alarm System Arm/Disarm Control -

- * Stanley to install 2 Bosch arm/disarm keypads; one inside near the main building entry door, and one inside near the designated apparatus bay entry door.
- * Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

1. Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.

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2. Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.
3. Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.
4. Customer to provide 110-volt power connection at system control panel location
5. Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
Warranty Duration: 90 Days
Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

*Prices do ~~not~~ include taxes
*Price includes prevailing wage labor rates

Total Installation Price*:	\$12,860.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$12,860.00
Monthly Service Charges	
Total Monthly Fee*:	\$178.00 USD
Payment Frequency:	Monthly in Advance

STANLEY Convergent Security Solutions, Inc.

Customer: Moreno Valley Towngate Fire Station #6

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

David Vandegrift 11-17-17

Security Representative (Sign)

Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV Towngate Fire Station #6 / Intrusion Alarm System	MV Towngate Fire Station #6 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY SUNNYMED RANCH FIRE STATION #48 AT 10511 VILLAGE ROAD, MORENO VALLEY, CA 92557. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT HTTP://STANLEYCSS.COM/LEGAL/

Solution: Moreno Valley Sunnymed Ranch Fire Station #48_Intrusion Alarm System

Quote: Q-00879088

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
2	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
3	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
3	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
3	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
1	B335-3	BOSCH 3PK SWIVEL BRACKET/820/835/774
5	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
5	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT

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Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

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Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

Attachment: Stanley Convergent Security Solutions Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

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Equipment Notes**Theory of Operation****INTRUSION ALARM SYSTEM**

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 99 alarm points and up to 500 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "system armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows at this facility are "fixed" / non-opening. Window alarm contacts are not required at this location.
- *Overhead doors in the apparatus bay area and the roof hatch will be protected with wireless alarm contacts

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Two hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the hallways and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors
- * One hardwired wall-mount infrared motion detector will be installed to provide coverage in the exercise room

Alarm System Arm/Disarm Control -

- * Stanley to install 2 Bosch arm/disarm keypads; one inside near the main building entry door, and one inside near the designated apparatus bay entry door.
- * Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

1. Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.
2. Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.
3. Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.
4. Customer to provide 110-volt power connection at system control panel location

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5. Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
Warranty Duration: 90 Days
Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

*Prices do ~~not~~ include taxes
*Price includes prevailing wage labor rates

Total Installation Price*: \$9,490.00 USD

Up-front Deposit*:

Progress Payments*:

Balance Due Upon Completion*:

Monthly Service Charges

Total Monthly Fee*: \$152.00 USD

Payment Frequency: Monthly in Advance

STANLEY Convergent Security Solutions, Inc.

Customer: Moreno Valley Sunnymed Ranch Fire Station

#48

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

David Vandegrift 11-17-17

Security Representative (Sign)

Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV Sunnymead Ranch Fire Station #48 / Intrusion Alarm System	MV Sunnymead Ranch Fire Station #48 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Attachment: Stanley Convergent Security Solutions Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY MORENO BEACH FIRE STATION #58 AT 28040 EUCALYPTUS STREET, MORENO VALLEY, CA 92553. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://STANLEYCSS.COM/LEGAL/](http://STANLEYCSS.COM/LEGAL/)

Solution: Moreno Valley Moreno Beach Fire Station #58 Intrusion Alarm System

Quote: Q-00879092

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
3	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
24	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
4	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
3	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
1	B335-3	BOSCH 3PK SWIVEL BRACKET/820/835/774
6	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
6	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT
1	41575008	18/4 STR FPL 5C RL BLACK

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1	41585008	18/6 STR FPL 5C RL BLACK
1	B520-C	B520 POWER SUPPLY WITH TR1850 TRANSFORMER, D8103 ENCLOSURE AND B12 MOUNTING PLATE
11		Miscellaneous Hardware Inovonics Secondary Window Alarm Magnet

Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area
1	Utilize Customer-Provided Conduit for Cable Installed Between the Main Fire Station Bldg and the Training Bldg

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

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Attachment: Stanley Convergent Security Solutions Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
2	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

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Services		
1	Monitoring of Additional Areas	DUE TO INCREASED SIGNAL ACTIVITY AND ADMINISTRATION BY PNC WITH MULTIPLE AREAS AND PARTITIONED SYSTEMS, AN ADDITIONAL MONITORING CHARGE IS APPLIED FOR EACH ADDITIONAL AREA/PARTITION ON THE SAME PANEL/COMMUNICATOR.

Equipment Notes

Theory of Operation

INTRUSION ALARM SYSTEM

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System configured to provided protection for the main fire station facility, as well as the remote training building

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 96 alarm points and up to 100 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "systems armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- * All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- * All perimeter windows that open to be alarmed using wireless alarm contacts. Stanley to install two alarm magnets on the window and configure the system so that the window can be "armed" in two positions (fully closed, and partially open)
- * Overhead doors in the apparatus bay area to be protected with wireless alarm contacts

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Three hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the hallways and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors
- * One hardwired wall-mount infrared motion detector will be installed to provide coverage in the exercise room
- * One additional hardwired ceiling-mount 360-degree infrared motion detector will be installed to cover the remote training building

Alarm System Arm/Disarm Control -

- * Stanley to install 3 Bosch arm/disarm keypads; one inside near the main building entry door, one inside near the designated apparatus bay entry door, and one inside the remote training building. The system will be configured with two separately controlled (armed/disarmed) areas; main fire station building and the remote training building. Each of the two areas will be controlled individually using dedicated alarm keypads.

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* Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the main building alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

- Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.
- Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area, and between the main fire station building and the remote training building. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station, as well as connecting the main fire station building and the remote training building. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.
- Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.
- Customer to provide 110-volt power connection at system control panel location
- Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
 Warranty Duration: 90 Days
 Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

*Prices do ~~not~~ include taxes
 *Price includes prevailing wage labor rates

Total Installation Price*:	\$16,845.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$16,845.00
Monthly Service Charges	
<i>Total Monthly Fee*:</i>	\$210.00 USD
<i>Payment Frequency:</i>	Monthly in Advance

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STANLEY Convergent Security Solutions, Inc.

Customer: Moreno Valley Moreno Beach Fire Station #58

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

 11-17-17

Security Representative (Sign)

Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV Moreno Beach Fire Station #58 / Intrusion Alarm System	MV Moreno Beach Fire Station #58 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY KENNEDY PARK FIRE STATION #65 AT 15111 INDIAN AVENUE, MORENO VALLEY, CA 92551. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://STANLEYCSS.COM/LEGAL/](http://STANLEYCSS.COM/LEGAL/)

Solution: Moreno Valley Kennedy Park Fire Station #65_Intrusion Alarm System

Quote: Q-00879449

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets

Network Connectivity

Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
2	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
5	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
2	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
2	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
5	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
5	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT

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Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

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Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

Attachment: Stanley Convergent Security Solutions Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

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Equipment Notes**Theory of Operation****INTRUSION ALARM SYSTEM**

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 99 alarm points and up to 500 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "system armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows that open to be alarmed using wireless alarm contacts. Stanley to install two alarm magnets on the window and configure the system so that the window can be "armed" in two positions (fully closed, and partially open)
- *Overhead doors in the apparatus bay area and the roof hatch will be protected with wireless alarm contacts

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Two hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the dormitory/Training room, hallway and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors

Alarm System Arm/Disarm Control -

- * Stanley to install 2 Bosch arm/disarm keypads; one inside near the main building entry door, and one inside near the designated apparatus bay entry door.
- * Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

1. Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.
2. Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.
3. Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.

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4. Customer to provide 110-volt power connection at system control panel location
5. Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
 Warranty Duration: 90 Days
 Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

*Prices do ~~not~~ include taxes
 *Price includes prevailing wage labor rates

Total Installation Price*:	\$9,420.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$9,420.00
Monthly Service Charges	
Total Monthly Fee*:	\$152.00 USD
Payment Frequency:	Monthly in Advance

STANLEY Convergent Security Solutions, Inc. Customer: Moreno Valley Kennedy Park Fire Station #65

 STANLEY Authorized Manager (Sign)

 Customer (Sign)

 STANLEY Authorized Manager (Print)

 Customer (Print)

David Vandegrift 11-17-17

 Security Representative (Sign)

 Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV Kennedy Park Fire Station #65 / Intrusion Alarm System	MV Kennedy Park Fire Station #65 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY COLLEGE PARK FIRE STATION #91 AT 16110 LASSELLE STREET, MORENO VALLEY, CA 92551. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://STANLEYCSS.COM/LEGAL/](http://STANLEYCSS.COM/LEGAL/)

Solution: Moreno Valley College Park Fire Station #91_Intrusion Alarm System

Quote: Q-00879453

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
2	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
14	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
3	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
3	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
1	B335-3	BOSCH 3PK SWIVEL BRACKET/820/835/774
6	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
6	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT

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4	Miscellaneous Hardware Inovonics Secondary Window Alarm Magnet
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Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

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Attachment: Stanley Convergent Security Solutions Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

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Equipment Notes**Theory of Operation****INTRUSION ALARM SYSTEM**

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 99 alarm points and up to 500 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "system armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows that open to be alarmed using wireless alarm contacts. Stanley to install two alarm magnets on the window and configure the system so that the window can be "armed" in two positions (fully closed, and partially open)
- *Overhead doors in the apparatus bay area to be protected with wireless alarm contacts

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Three hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the hallways and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors
- * One hardwired wall-mount infrared motion detector will be installed to provide coverage in the exercise room

Alarm System Arm/Disarm Control -

- * Stanley to install 2 Bosch arm/disarm keypads; one inside near the main building entry door, and one inside near the designated apparatus bay entry door.
- * Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

1. Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.
2. Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.

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3. Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.
4. Customer to provide 110-volt power connection at system control panel location
5. Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
 Warranty Duration: 90 Days
 Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

* Prices do not include taxes
 * Price includes prevailing wage labor rates

Total Installation Price*:	\$11,870.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$11,870.00
Monthly Service Charges	
Total Monthly Fee*:	\$163.00 USD
Payment Frequency:	Monthly in Advance

STANLEY Convergent Security Solutions, Inc.

Customer: Moreno Valley College Park Fire Station #91

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

David Vandegrift 11-17-17

Security Representative (Sign)

Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV College Park Fire Station #91 / Intrusion Alarm System	MV College Park Fire Station #91 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY MORRISON FIRE STATION #99 AT 13400 MORRISON STREET, MORENO VALLEY, CA 92555. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://STANLEYCSS.COM/LEGAL/](http://STANLEYCSS.COM/LEGAL/)

Solution: Moreno Valley Morrison Fire Station #99_Intrusion Alarm System

Quote: Q-00879454

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
2	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
16	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
3	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
3	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
1	B335-3	BOSCH 3PK SWIVEL BRACKET/820/835/774
4	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
4	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT

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4	Miscellaneous Hardware Inovonics Secondary Window Alarm Magnet
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Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: A ROC204975: AR 0329770517; CMPY.00019111, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alan company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 01583; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm System Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 95 OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925M2: W 045298: WI 969322: WY LV-G-23879. REV (2016.10.03) Q-00879454

Attachment: Stanley Convergent Security Solutions Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

Attachment: Stanley Convergent Security Solutions Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

Attachment: Stanley Convergent Security Solutions Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: A ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO6055, Alan company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 01583/022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm System Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 95 OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925MZ: WI 045298: WI 969322: WY LV-G-23879. REV (2016.10.03) Q-00879454

Equipment Notes**Theory of Operation****INTRUSION ALARM SYSTEM**

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 99 alarm points and up to 500 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "system armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows that open to be alarmed using wireless alarm contacts. Stanley to install two alarm magnets on the window and configure the system so that the window can be "armed" in two positions (fully closed, and partially open)
- *Overhead doors in the apparatus bay area and the roof hatch will be protected with wireless alarm contacts

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Three hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the hallways and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors
- * One hardwired wall-mount infrared motion detector will be installed to provide coverage in the exercise room

Alarm System Arm/Disarm Control -

- * Stanley to install 2 Bosch arm/disarm keypads; one inside near the main building entry door, and one inside near the designated apparatus bay entry door.
- * Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

1. Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.
2. Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.

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- 3. Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.
- 4. Customer to provide 110-volt power connection at system control panel location
- 5. Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
Warranty Duration: 90 Days
Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

*Prices do not include taxes
*Price includes prevailing wage labor rates

Total Installation Price*:	\$11,935.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$11,935.00
Monthly Service Charges	
Total Monthly Fee*:	\$163.00 USD
Payment Frequency:	Monthly in Advance

STANLEY Convergent Security Solutions, Inc.

Customer: Moreno Valley Morrison Fire Station #99

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

David Vandegrift 11-17-17

Security Representative (Sign)

Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

License Information (as of 10/03/2016): AK 1003300; 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; A ROC204975; AR 0329770517; CMPY.00019111, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO59111; ACO6055, Alan company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001: FL EF0000772; GA 439701; IA AC-211; ID 01583; 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm System Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 95 OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925MZ; W 045298; WI 969322; WY LV-G-23879. REV (2016.10.03) Q-00879454

Attachment: Stanley Convergent Security Solutions Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV Morrison Fire Station #99 / Intrusion Alarm System	MV Morrison Fire Station #99 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Attachment: Stanley Convergent Security Solutions Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

CUSTOMER QUOTATION

HITACHI

Inspire the Next

To: City of Moreno Valley
Attn:

Hitachi Vantara
 2020 Main St, Ste 1120
 Irvine, California 60143-3167
 United States
 Order Email: bob.paul@hds.com

Thank you for this opportunity to supply you with an official quotation for Hitachi Vantara (formerly known as "Hitachi Data Systems") storage solutions and services. If you have questions in respect of this quote, whether technical or price related, please do not hesitate to contact your Hitachi Vantara Account Manager, Bob Paul, on telephone +9498922746.

Quote Reference

Quote Number:	20084706-1	Quote Date:	15-01-2018
Quote Name:	Public Safety - Fire Station 2	Quote Expiry Date:	14-02-2018
Master Agreement:	Direct Purchasing Agreement No. CMV001		

Quote Totals Overview *(All prices in this document are in USD)*

Products	Price
Hardware (incl. Support and Installation) 1 x Hitachi Visualization Platform	31,042.49
Software	1,632.54
Software Support	288.00
Professional Services	12,000.00
Total Price (exclusive of taxes)	44,963.03

Financing

Hitachi Vantara provides a range of flexible financial solutions that can be tailored to your needs. All facilities are subject to credit approval and contract. For further information and full terms and conditions, please contact your Hitachi Vantara Account Manager.

Order Information

Please include the Hitachi Vantara Quote Number on your Purchase Order and send your Purchase Order to the Hitachi Vantara postal or email address listed above. The governing terms and conditions of this Quote and any resulting transaction shall be as stated under Note 1 in the Notes section.

Attachment: Hitachi Vantara Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Customer Name: City of Moreno Valley
 Quote Number: 20084706-1
 Quote Name: Public Safety - Fire Station 2

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

Ship To: City of Moreno Valley
Attn:

Install At: City of Moreno Valley
Attn:

Item 1: Hitachi Visualization Platform

Class	Product	Support per System	Qty	Extended Price
HW	Hitachi Visualization Hardware		1	31,042.49
SW	Hitachi Visualization Software		1	1,632.54
	Software Support <i>Support Renewal per month = 0.00</i>	Term: 12 Months Level: Remote Software Support		288.00
PS	Professional Services SVC Hitachi Visualization Implementation	n/a	1	12,000.00
Sub-Total Item 1				44,963.03

Attachment: Hitachi Vantara Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Customer Name: City of Moreno Valley
 Quote Number: 20084706-1
 Quote Name: Public Safety - Fire Station 2

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

Notes

UNLESS YOUR CURRENT MASTER AGREEMENT WITH HITACHI VANTARA (HITACHI), FORMERLY KNOWN AS "HITACHI DATA SYSTEMS", SPECIFICALLY STATES OTHERWISE, THEN THE FOLLOWING WILL APPLY:

- This quotation and any resulting transaction shall be subject to and governed by the terms and conditions of the Master Agreement "Direct Purchasing Agreement No. CMV001" between Hitachi and Customer. If Hitachi and Customer have entered into an Agreement and the number has been omitted, then the most current, active agreement between Hitachi and Customer shall govern this quote and any resulting transaction. If no agreement exists between Hitachi and Customer, then the terms of Hitachi's standard DPA located at <http://www.hitachivantara.com/corporate/legal/index.html> shall govern this quote and any resulting transaction.
- The following are included in the Hardware price: Installation and Hardware support during the "Support Term or Remaining Support Term". After expiration of the prepaid Hardware Support Term the Customer has the option to renew the Hardware Support at a rate to be mutually agreed when and if the Customer orders such support.
- If the Software Support Term is greater than 12 months and the total Support Term and amount is prepaid, then Hitachi will consider the first 12 months as the Initial Support Term and any remaining prepaid amounts and months towards the Support Renewal period. The Customer has the option to renew at the monthly "Support Renewal" amount stated in the Quote for the same term as the Initial Support Term. NOTWITHSTANDING A PROVISION IN A SALES OR PURCHASE AGREEMENT OR CUSTOMER'S PURCHASE ORDER STATING OTHERWISE, BY SIGNING THIS QUOTATION OR ISSUING A PURCHASE ORDER REFERENCING THIS QUOTATION, THE CUSTOMER AGREES THAT the Initial Support Term is non-cancellable and non-refundable. After satisfaction of the Initial Support Term, the Customer shall be entitled to terminate for convenience the software support by giving three months prior written notice effective no sooner than the end of the Initial Support Term. Where such prepaid software support is terminated in this manner, Hitachi will credit the Customer a sum equal to the agreed Support Renewal monthly rate multiplied by the number of months cancelled from the effective date of termination. After expiration of the Initial Software Support Term and any remaining Support Renewal months prepaid, the Customer has the option to renew the Software Support at a rate to be mutually agreed when and if the Customer orders such support.
- Support Term commences upon delivery, unless otherwise specified in the terms of the referenced Master Agreement in force between Hitachi and Customer.
- Please refer to the Hitachi Terms & Conditions (WMS Terms) at <http://www.hitachivantara.com/corporate/legal/> for third party products not directly maintained by Hitachi. Warranty, maintenance and support for the Third Party Products may be delivered by the vendor including all the applicable terms and conditions. Hitachi will provide you with the relevant contact details to obtain support directly from the vendor, as applicable.

Attachment: Hitachi Vantara Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

CUSTOMER QUOTATION

HITACHI

Inspire the Next

To: City of Moreno Valley
Attn:

Hitachi Vantara
 2020 Main St, Ste 1120
 Irvine, California 60143-3167
 United States
 Order Email: bob.paul@hds.com

Thank you for this opportunity to supply you with an official quotation for Hitachi Vantara (formerly known as "Hitachi Data Systems") storage solutions and services. If you have questions in respect of this quote, whether technical or price related, please do not hesitate to contact your Hitachi Vantara Account Manager, Bob Paul, on telephone +9498922746.

Quote Reference

Quote Number:	20084708-2	Quote Date:	15-01-2018
Quote Name:	Public Safety - Fire Station 6	Quote Expiry Date:	14-02-2018
Master Agreement:	Direct Purchasing Agreement No. CMV001		

Quote Totals Overview *(All prices in this document are in USD)*

Products	Price
Hardware (incl. Support and Installation) 1 x Hitachi Visualization Platform	22,761.11
Software	1,632.54
Software Support	288.00
Professional Services	8,660.00
Total Price (exclusive of taxes)	33,341.65

Financing

Hitachi Vantara provides a range of flexible financial solutions that can be tailored to your needs. All facilities are subject to credit approval and contract. For further information and full terms and conditions, please contact your Hitachi Vantara Account Manager.

Order Information

Please include the Hitachi Vantara Quote Number on your Purchase Order and send your Purchase Order to the Hitachi Vantara postal or email address listed above. The governing terms and conditions of this Quote and any resulting transaction shall be as stated under Note 1 in the Notes section.

Attachment: Hitachi Vantara Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Customer Name: City of Moreno Valley
 Quote Number: 20084708-2
 Quote Name: Public Safety - Fire Station 6

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

Ship To: City of Moreno Valley
Attn:

Install At: City of Moreno Valley
Attn:

Item 1: Hitachi Visualization Platform

Class	Product	Support per System	Qty	Extended Price
HW	Hitachi Visualization Hardware		1	22,761.11
SW	Hitachi Visualization Software		1	1,632.54
	Software Support <i>Support Renewal per month = 0.00</i>	Term: 12 Months Level: Remote Software Support		288.00
PS	Professional Services SVC Hitachi Visualization Implementation	n/a	1	8,660.00
Sub-Total Item 1				33,341.65

Attachment: Hitachi Vantara Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Customer Name: City of Moreno Valley
 Quote Number: 20084708-2
 Quote Name: Public Safety - Fire Station 6

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

Notes

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Attachment: Hitachi Vantara Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

CUSTOMER QUOTATION

HITACHI

Inspire the Next

To: City of Moreno Valley
Attn:

Hitachi Vantara
 2020 Main St, Ste 1120
 Irvine, California 60143-3167
 United States
 Order Email: bob.paul@hds.com

Thank you for this opportunity to supply you with an official quotation for Hitachi Vantara (formerly known as "Hitachi Data Systems") storage solutions and services. If you have questions in respect of this quote, whether technical or price related, please do not hesitate to contact your Hitachi Vantara Account Manager, Bob Paul, on telephone +9498922746.

Quote Reference

Quote Number:	20084735-2	Quote Date:	15-01-2018
Quote Name:	Public Safety Fire Station 48	Quote Expiry Date:	14-02-2018
Master Agreement:	Direct Purchasing Agreement No. CMV001		

Quote Totals Overview *(All prices in this document are in USD)*

Products	Price
Hardware (incl. Support and Installation) 1 x Hitachi Visualization Platform	21,866.41
Software	1,632.54
Software Support	288.00
Professional Services	12,000.00
Total Price (exclusive of taxes)	35,786.95

Financing

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Order Information

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Attachment: Hitachi Vantara Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Customer Name: City of Moreno Valley
 Quote Number: 20084735-2
 Quote Name: Public Safety Fire Station 48

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

Ship To: City of Moreno Valley
Attn:

Install At: City of Moreno Valley
Attn:

Item 1: Hitachi Visualization Platform

Class	Product	Support per System	Qty	Extended Price
HW	Hitachi Visualization Hardware		1	21,866.41
SW	Hitachi Visualization Software		1	1,632.54
	Software Support <i>Support Renewal per month = 0.00</i>	Term: 12 Months Level: Remote Software Support		288.00
PS	Professional Services SVC Hitachi Visualization Implementation	n/a	1	12,000.00
Sub-Total Item 1				35,786.95

Attachment: Hitachi Vantara Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Customer Name: City of Moreno Valley
 Quote Number: 20084735-2
 Quote Name: Public Safety Fire Station 48

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

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Quote Reference

Quote Number:	20084710-2	Quote Date:	15-01-2018
Quote Name:	Public Safety - Fire Station 58-Fibre POP	Quote Expiry Date:	14-02-2018
Master Agreement:	Direct Purchasing Agreement No. CMV001		

Quote Totals Overview *(All prices in this document are in USD)*

Products	Price
Hardware (incl. Support and Installation) 1 x Hitachi Visualization Platform	18,733.37
Software	1,632.54
Software Support	288.00
Professional Services	7,740.00
Total Price (exclusive of taxes)	28,393.91

Financing

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Attachment: Hitachi Vantara Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Customer Name: City of Moreno Valley
 Quote Number: 20084710-2
 Quote Name: Public Safety - Fire Station 58-Fibre POP

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

Ship To: City of Moreno Valley
Attn:

Install At: City of Moreno Valley
Attn:

Item 1: Hitachi Visualization Platform

Class	Product	Support per System	Qty	Extended Price
HW	Hitachi Visualization Hardware		1	18,733.37
SW	Hitachi Visualization Software		1	1,632.54
	Software Support <i>Support Renewal per month = 0.00</i>	Term: 12 Months Level: Remote Software Support		288.00
PS	Professional Services SVC Hitachi Visualization Implementation	n/a	1	7,740.00
Sub-Total Item 1				28,393.91

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Customer Name: City of Moreno Valley
 Quote Number: 20084710-2
 Quote Name: Public Safety - Fire Station 58-Fibre POP

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

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Attachment: Hitachi Vantara Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

CUSTOMER QUOTATION

HITACHI

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Quote Reference

Quote Number: 20084711-2
Quote Name: Public Safety - Fire Station 66
Quote Date: 15-01-2018
Quote Expiry Date: 14-02-2018
Master Agreement: Direct Purchasing Agreement No. CMV001

Quote Totals Overview *(All prices in this document are in USD)*

Products	Price
Hardware (incl. Support and Installation) 1 x Hitachi Visualization Platform	20,894.81
Software	1,088.36
Software Support	192.00
Professional Services	6,820.00
Total Price (exclusive of taxes)	28,995.17

Financing

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Customer Name: City of Moreno Valley
 Quote Number: 20084711-2
 Quote Name: Public Safety - Fire Station 66

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

Ship To: City of Moreno Valley
Attn:

Install At: City of Moreno Valley
Attn:

Item 1: Hitachi Visualization Platform

Class	Product	Support per System	Qty	Extended Price
HW	Hitachi Visualization Hardware		1	20,894.81
SW	Hitachi Visualization Software		1	1,088.36
	Software Support <i>Support Renewal per month = 0.00</i>	Term: 12 Months Level: Remote Software Support		192.00
PS	Professional Services SVC Hitachi Visualization Implementation	n/a	1	6,820.00
Sub-Total Item 1				28,995.17

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Customer Name: City of Moreno Valley
 Quote Number: 20084711-2
 Quote Name: Public Safety - Fire Station 66

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

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Quote Reference

Quote Number: 20084712-2
Quote Name: Public Safety -Fire Station91
Quote Date: 15-01-2018
Quote Expiry Date: 14-02-2018
Master Agreement: Direct Purchasing Agreement No. CMV001

Quote Totals Overview *(All prices in this document are in USD)*

Products	Price
Hardware (incl. Support and Installation) 1 x Hitachi Visualization Platform	24,590.84
Software	1,360.45
Software Support	240.00
Professional Services	9,300.00
Total Price (exclusive of taxes)	35,491.29

Financing

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Customer Name: City of Moreno Valley
 Quote Number: 20084712-2
 Quote Name: Public Safety -Fire Station91

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

Ship To: City of Moreno Valley
Attn:

Install At: City of Moreno Valley
Attn:

Item 1: Hitachi Visualization Platform

Class	Product	Support per System	Qty	Extended Price
HW	Hitachi Visualization Hardware		1	24,590.84
SW	Hitachi Visualization Software		1	1,360.45
	Software Support <i>Support Renewal per month = 0.00</i>	Term: 12 Months Level: Remote Software Support		240.00
PS	Professional Services SVC Hitachi Visualization Implementation	n/a	1	9,300.00
Sub-Total Item 1				35,491.29

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Customer Name: City of Moreno Valley
 Quote Number: 20084712-2
 Quote Name: Public Safety -Fire Station91

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

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Quote Reference

Quote Number:	20084713-2	Quote Date:	15-01-2018
Quote Name:	Public Safety-Fire Station 99	Quote Expiry Date:	14-02-2018
Master Agreement:	Direct Purchasing Agreement No. CMV001		

Quote Totals Overview *(All prices in this document are in USD)*

Products	Price
Hardware (incl. Support and Installation) 1 x Hitachi Visualization Platform	22,558.31
Software	1,360.45
Software Support	240.00
Professional Services	7,740.00
Total Price (exclusive of taxes)	31,898.76

Financing

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Customer Name: City of Moreno Valley
 Quote Number: 20084713-2
 Quote Name: Public Safety-Fire Station 99

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

Ship To: City of Moreno Valley
Attn:

Install At: City of Moreno Valley
Attn:

Item 1: Hitachi Visualization Platform

Class	Product	Support per System	Qty	Extended Price
HW	Hitachi Visualization Hardware		1	22,558.31
SW	Hitachi Visualization Software		1	1,360.45
	Software Support <i>Support Renewal per month = 0.00</i>	Term: 12 Months Level: Remote Software Support		240.00
PS	Professional Services SVC Hitachi Visualization Implementation	n/a	1	7,740.00
Sub-Total Item 1				31,898.76

Attachment: Hitachi Vantara Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

Customer Name: City of Moreno Valley
 Quote Number: 20084713-2
 Quote Name: Public Safety-Fire Station 99

Quote Date: 15-01-2018
 Quote Expiry Date: 14-02-2018

Quote Summary

All Prices Quoted in USD

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- This quotation and any resulting transaction shall be subject to and governed by the terms and conditions of the Master Agreement "Direct Purchasing Agreement No. CMV001" between Hitachi and Customer. If Hitachi and Customer have entered into an Agreement and the number has been omitted, then the most current, active agreement between Hitachi and Customer shall govern this quote and any resulting transaction. If no agreement exists between Hitachi and Customer, then the terms of Hitachi's standard DPA located at <http://www.hitachivantara.com/corporate/legal/index.html> shall govern this quote and any resulting transaction.
- The following are included in the Hardware price: Installation and Hardware support during the "Support Term or Remaining Support Term". After expiration of the prepaid Hardware Support Term the Customer has the option to renew the Hardware Support at a rate to be mutually agreed when and if the Customer orders such support.
- If the Software Support Term is greater than 12 months and the total Support Term and amount is prepaid, then Hitachi will consider the first 12 months as the Initial Support Term and any remaining prepaid amounts and months towards the Support Renewal period. The Customer has the option to renew at the monthly "Support Renewal" amount stated in the Quote for the same term as the Initial Support Term. NOTWITHSTANDING A PROVISION IN A SALES OR PURCHASE AGREEMENT OR CUSTOMER'S PURCHASE ORDER STATING OTHERWISE, BY SIGNING THIS QUOTATION OR ISSUING A PURCHASE ORDER REFERENCING THIS QUOTATION, THE CUSTOMER AGREES THAT the Initial Support Term is non-cancellable and non-refundable. After satisfaction of the Initial Support Term, the Customer shall be entitled to terminate for convenience the software support by giving three months prior written notice effective no sooner than the end of the Initial Support Term. Where such prepaid software support is terminated in this manner, Hitachi will credit the Customer a sum equal to the agreed Support Renewal monthly rate multiplied by the number of months cancelled from the effective date of termination. After expiration of the Initial Software Support Term and any remaining Support Renewal months prepaid, the Customer has the option to renew the Software Support at a rate to be mutually agreed when and if the Customer orders such support.
- Support Term commences upon delivery, unless otherwise specified in the terms of the referenced Master Agreement in force between Hitachi and Customer.
- Please refer to the Hitachi Terms & Conditions (WMS Terms) at <http://www.hitachivantara.com/corporate/legal/> for third party products not directly maintained by Hitachi. Warranty, maintenance and support for the Third Party Products may be delivered by the vendor including all the applicable terms and conditions. Hitachi will provide you with the relevant contact details to obtain support directly from the vendor, as applicable.

Attachment: Hitachi Vantara Proposal (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE STATIONS)

**SECOND AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR SERVICES**

The Second Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Stanley Convergent Security Solutions, Inc., hereinafter referred to as "Contractor." This Second Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT," hereinafter referred to as "Agreement," dated March 2, 2011.

Whereas, the Contractor is providing professional installation, maintenance, monitoring, replacement and repair of burglar and fire alarm systems.

Whereas, it is desirable to amend the Agreement to add installation and monitoring of burglar and fire alarm systems at (7) additional locations, as outlined in Exhibit A.

Whereas, it is desirable to amend the Agreement to increase the Contractor's current \$50,000 compensation by an additional \$100,000 (\$84,404.00 for equipment and installation of the added security systems and \$14,172.00 per year for the monitoring of the newly installed systems) pursuant to Section 2.F of said Agreement.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

- 1.1 Section 2.F of said Agreement shall read as follows: "The total amount paid by the City to the Contractor shall not exceed \$150,000 in fiscal year 2017-2018, and \$65,000 per year thereafter."

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.

SECOND AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Stanley Convergent Security Solutions, Inc.

By: _____
City Manager

By: _____
Rick Anderson
Regional Operations Manager

Date: _____

Date: _____

By: _____
Scott Grabowski
Regional Sales Vice President

Date: _____

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

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY SUNNYMEAD FIRE STATION #2 AT 24935 HEMLOCK STREET, MORENO VALLEY, CA 92557. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT HTTP://STANLEYCSS.COM/LEGAL/

Solution: Moreno Valley Sunnymead Fire Station #2 Intrusion Alarm System

Quote: Q-00876253

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
2	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
15	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
3	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
3	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
1	B335-3	BOSCH 3PK SWIVEL BRACKET/820/835/774
6	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
6	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT

License Information (as of 10/03/2016): AK 1003300; 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; A ROC204975; AR 0329770517; CMPY.00019111, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO5911; ACO6055, Alan company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 01583; 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm System Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 95 OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925M2; W 045298; WI 969322; WY LV-G-23879. REV (2016.10.03) Q-00876253

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

4	Miscellaneous Hardware Inovonics Secondary Window Alarm Magnet
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Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

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Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

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Equipment Notes**Theory of Operation****INTRUSION ALARM SYSTEM**

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 99 alarm points and up to 500 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "system armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows that open to be alarmed using wireless alarm contacts. Stanley to install two alarm magnets on the window and configure the system so that the window can be "armed" in two positions (fully closed, and partially open)
- *Overhead doors in the apparatus bay area to be protected with wireless alarm contacts

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Three hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the hallways and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors
- * One hardwired wall-mount infrared motion detector will be installed to provide coverage in the exercise room

Alarm System Arm/Disarm Control -

- * Stanley to install 2 Bosch arm/disarm keypads; one inside near the main building entry door, and one inside near the designated apparatus bay entry door.
- * Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

1. Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.
2. Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.

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3. Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.
4. Customer to provide 110-volt power connection at system control panel location
5. Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
 Warranty Duration: 90 Days
 Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

*Prices do not include taxes
 *Price includes prevailing wage labor rates

Total Installation Price*:	\$11,984.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$11,984.00
Monthly Service Charges	
Total Monthly Fee*:	\$163.00 USD
Payment Frequency:	Monthly in Advance

STANLEY Convergent Security Solutions, Inc.

Customer: Moreno Valley Sunnymead Fire Station #2

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

David Vandegrift 11-17-17

Security Representative (Sign)

Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV Sunnymead Fire Station #2 / Intrusion Alarm System	MV Sunnymead Fire Station #2 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY TOWNGATE FIRE STATION #6 AT 22250 EUCALYPTUS STREET, MORENO VALLEY, CA 92553. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://STANLEYCSS.COM/LEGAL/](http://STANLEYCSS.COM/LEGAL/)

Solution: Moreno Valley Towngate Fire Station #6_Intrusion Alarm System

Quote: Q-00879085

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
2	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
17	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
3	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
3	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
1	B335-3	BOSCH 3PK SWIVEL BRACKET/820/835/774
8	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
8	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT

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4	Miscellaneous Hardware Inovonics Secondary Window Alarm Magnet
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Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

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Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

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Equipment Notes

Theory of Operation

INTRUSION ALARM SYSTEM

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 99 alarm points and up to 500 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "system armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows that open to be alarmed using wireless alarm contacts. Stanley to install two alarm magnets on the window and configure the system so that the window can be "armed" in two positions (fully closed, and partially open)
- *Overhead doors in the apparatus bay area and the roof hatch will be protected with wireless alarm contacts
- *One additional overhead door at the remote storage shed will also be protected with a wireless alarm contact

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Three hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the hallways and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors
- * One hardwired wall-mount infrared motion detector will be installed to provide coverage in the exercise room

Alarm System Arm/Disarm Control -

- * Stanley to install 2 Bosch arm/disarm keypads; one inside near the main building entry door, and one inside near the designated apparatus bay entry door.
- * Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

1. Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.

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2. Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.
3. Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.
4. Customer to provide 110-volt power connection at system control panel location
5. Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
Warranty Duration: 90 Days
Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

*Prices do ~~not~~ include taxes
*Price includes prevailing wage labor rates

Total Installation Price*:	\$12,860.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$12,860.00
Monthly Service Charges	
Total Monthly Fee*:	\$178.00 USD
Payment Frequency:	Monthly in Advance

STANLEY Convergent Security Solutions, Inc.

Customer: Moreno Valley Towngate Fire Station #6

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

David Vandegrift 11-17-17

Security Representative (Sign)

Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV Towngate Fire Station #6 / Intrusion Alarm System	MV Towngate Fire Station #6 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY SUNNYMED RANCH FIRE STATION #48 AT 10511 VILLAGE ROAD, MORENO VALLEY, CA 92557. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://STANLEYCSS.COM/LEGAL/](http://STANLEYCSS.COM/LEGAL/)

Solution: Moreno Valley Sunnymed Ranch Fire Station #48_Intrusion Alarm System

Quote: Q-00879088

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
2	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
3	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
3	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
3	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
1	B335-3	BOSCH 3PK SWIVEL BRACKET/820/835/774
5	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
5	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT

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Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

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Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

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Equipment Notes**Theory of Operation****INTRUSION ALARM SYSTEM**

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 99 alarm points and up to 500 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "system armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows at this facility are "fixed" / non-opening. Window alarm contacts are not required at this location.
- *Overhead doors in the apparatus bay area and the roof hatch will be protected with wireless alarm contacts

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Two hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the hallways and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors
- * One hardwired wall-mount infrared motion detector will be installed to provide coverage in the exercise room

Alarm System Arm/Disarm Control -

- * Stanley to install 2 Bosch arm/disarm keypads; one inside near the main building entry door, and one inside near the designated apparatus bay entry door.
- * Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

1. Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.
2. Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.
3. Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.
4. Customer to provide 110-volt power connection at system control panel location

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5. Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
Warranty Duration: 90 Days
Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

*Prices do ~~not~~ include taxes
*Price includes prevailing wage labor rates

Total Installation Price*:	\$9,490.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$9,490.00
Monthly Service Charges	
Total Monthly Fee*:	\$152.00 USD
Payment Frequency:	Monthly in Advance

STANLEY Convergent Security Solutions, Inc.

Customer: Moreno Valley Sunnymed Ranch Fire Station

#48

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

David Vandegrift 11-17-17

Security Representative (Sign)

Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV Sunnymead Ranch Fire Station #48 / Intrusion Alarm System	MV Sunnymead Ranch Fire Station #48 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY MORENO BEACH FIRE STATION #58 AT 28040 EUCALYPTUS STREET, MORENO VALLEY, CA 92553. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://STANLEYCSS.COM/LEGAL/](http://STANLEYCSS.COM/LEGAL/)

Solution: Moreno Valley Moreno Beach Fire Station #58 Intrusion Alarm System

Quote: Q-00879092

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
3	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
24	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
4	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
3	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
1	B335-3	BOSCH 3PK SWIVEL BRACKET/820/835/774
6	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
6	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT
1	41575008	18/4 STR FPL 5C RL BLACK

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1	41585008	18/6 STR FPL 5C RL BLACK
1	B520-C	B520 POWER SUPPLY WITH TR1850 TRANSFORMER, D8103 ENCLOSURE AND B12 MOUNTING PLATE
11		Miscellaneous Hardware Inovonics Secondary Window Alarm Magnet

Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area
1	Utilize Customer-Provided Conduit for Cable Installed Between the Main Fire Station Bldg and the Training Bldg

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

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Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
2	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

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Services		
1	Monitoring of Additional Areas	DUE TO INCREASED SIGNAL ACTIVITY AND ADMINISTRATION BY PNC WITH MULTIPLE AREAS AND PARTITIONED SYSTEMS, AN ADDITIONAL MONITORING CHARGE IS APPLIED FOR EACH ADDITIONAL AREA/PARTITION ON THE SAME PANEL/COMMUNICATOR.

Equipment Notes

Theory of Operation

INTRUSION ALARM SYSTEM

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System configured to provided protection for the main fire staiton facility, as well as the remote training building

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 96 alarm points and up to 100 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "systems armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows that open to be alarmed using wireless alarm contacts. Stanley to install two alarm magnets on the window and configure the system so that the window can be "armed" in two positions (fully closed, and partially open)
- *Overhead doors in the apparatus bay area to be protected with wireless alarm contacts

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Three hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the hallways and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors
- * One hardwired wall-mount infrared motion detector will be installed to provide coverage in the exercise room
- * One additional hardwired ceiling-mount 360-degree infrared motion detector will be installed to cover the remote training building

Alarm System Arm/Disarm Control -

- * Stanley to install 3 Bosch arm/disarm keypads; one inside near the main building entry door, one inside near the designated apparatus bay entry door, and one inside the remote training building. The system will be configured with two separately controlled (armed/disarmed) areas; main fire station building and the remote training building. Each of the two areas will be controlled individually using dedicated alarm keypads.

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Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

* Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the main building alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

- Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.
- Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area, and between the main fire station building and the remote training building. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station, as well as connecting the main fire station building and the remote training building. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.
- Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.
- Customer to provide 110-volt power connection at system control panel location
- Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
 Warranty Duration: 90 Days
 Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

*Prices do ~~not~~ include taxes
 *Price includes prevailing wage labor rates

Total Installation Price*:	\$16,845.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$16,845.00
Monthly Service Charges	
<i>Total Monthly Fee*:</i>	\$210.00 USD
<i>Payment Frequency:</i>	Monthly in Advance

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STANLEY Convergent Security Solutions, Inc.

Customer: Moreno Valley Moreno Beach Fire Station #58

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

David Vandegrift 11-17-17

Security Representative (Sign)

Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV Moreno Beach Fire Station #58 / Intrusion Alarm System	MV Moreno Beach Fire Station #58 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY KENNEDY PARK FIRE STATION #65 AT 15111 INDIAN AVENUE, MORENO VALLEY, CA 92551. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT HTTP://STANLEYCSS.COM/LEGAL/

Solution: Moreno Valley Kennedy Park Fire Station #65_Intrusion Alarm System

Quote: Q-00879449

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
2	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
5	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
2	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
2	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
5	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
5	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT

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Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

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Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

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Equipment Notes**Theory of Operation****INTRUSION ALARM SYSTEM**

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 99 alarm points and up to 500 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "system armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows that open to be alarmed using wireless alarm contacts. Stanley to install two alarm magnets on the window and configure the system so that the window can be "armed" in two positions (fully closed, and partially open)
- *Overhead doors in the apparatus bay area and the roof hatch will be protected with wireless alarm contacts

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Two hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the dormitory/Training room, hallway and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors

Alarm System Arm/Disarm Control -

- * Stanley to install 2 Bosch arm/disarm keypads; one inside near the main building entry door, and one inside near the designated apparatus bay entry door.
- * Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

1. Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.
2. Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.
3. Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.

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4. Customer to provide 110-volt power connection at system control panel location
5. Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
 Warranty Duration: 90 Days
 Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

*Prices do ~~not~~ include taxes
 *Price includes prevailing wage labor rates

Total Installation Price*:	\$9,420.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$9,420.00
Monthly Service Charges	
Total Monthly Fee*:	\$152.00 USD
Payment Frequency:	Monthly in Advance

STANLEY Convergent Security Solutions, Inc.

Customer: Moreno Valley Kennedy Park Fire Station #65

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

David Vandegrift 11-17-17
 Security Representative (Sign)

Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV Kennedy Park Fire Station #65 / Intrusion Alarm System	MV Kennedy Park Fire Station #65 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY COLLEGE PARK FIRE STATION #91 AT 16110 LASSELLE STREET, MORENO VALLEY, CA 92551. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://STANLEYCSS.COM/LEGAL/](http://STANLEYCSS.COM/LEGAL/)

Solution: Moreno Valley College Park Fire Station #91_Intrusion Alarm System

Quote: Q-00879453

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
2	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
14	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
3	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
3	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
1	B335-3	BOSCH 3PK SWIVEL BRACKET/820/835/774
6	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
6	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT

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4	Miscellaneous Hardware Inovonics Secondary Window Alarm Magnet
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Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
X	Bosch - Internet Communication Basic - traditional IP programming required for Burglar and Fire Alarm panels	UTILIZES BOSCH TRADITIONAL INTERNET COMMUNICATOR PROGRAMMING AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC DIRECTLY FROM ALARM CONTROL PANELS. INTERNET TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. INCLUDES DAILY SUPERVISION TEST. EXCLUDES MONTHLY INTERNET FEES AND INTERNET EQUIPMENT. WORKS WITH ONBOARD CONTROL PANEL COMMUNICATORS, B426 ETHERNET COMMUNICATION MODULE, CONETTIX C900V2 DIALER CAPTURE ETHERNET MODULE OR EOL MODELS C900 OR DX4020.
X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

Attachment: Stanley Convergent Security Systems Amendment No. 2 (2920 : AUTHORIZE SECURITY IMPROVEMENTS AT SEVEN FIRE

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: A ROC204975: AR 0329770517; CMPY.00019111, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alan company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 01583; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm System Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 95 OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925M2: W 045298: WI 969322: WY LV-G-23879. REV (2016.10.03) Q-00879453

Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

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Equipment Notes

Theory of Operation

INTRUSION ALARM SYSTEM

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 99 alarm points and up to 500 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "system armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows that open to be alarmed using wireless alarm contacts. Stanley to install two alarm magnets on the window and configure the system so that the window can be "armed" in two positions (fully closed, and partially open)
- *Overhead doors in the apparatus bay area to be protected with wireless alarm contacts

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Three hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the hallways and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors
- * One hardwired wall-mount infrared motion detector will be installed to provide coverage in the exercise room

Alarm System Arm/Disarm Control -

- * Stanley to install 2 Bosch arm/disarm keypads; one inside near the main building entry door, and one inside near the designated apparatus bay entry door.
- * Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

1. Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.
2. Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.

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3. Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.
4. Customer to provide 110-volt power connection at system control panel location
5. Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
 Warranty Duration: 90 Days
 Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

* Prices do not include taxes
 * Price includes prevailing wage labor rates

Total Installation Price*:	\$11,870.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$11,870.00
Monthly Service Charges	
Total Monthly Fee*:	\$163.00 USD
Payment Frequency:	Monthly in Advance

STANLEY Convergent Security Solutions, Inc.

Customer: Moreno Valley College Park Fire Station #91

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

David Vandegrift 11-17-17

Security Representative (Sign)

Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV College Park Fire Station #91 / Intrusion Alarm System	MV College Park Fire Station #91 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 17TH DAY OF NOVEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR MORENO VALLEY MORRISON FIRE STATION #99 AT 13400 MORRISON STREET, MORENO VALLEY, CA 92555. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://STANLEYCSS.COM/LEGAL/](http://STANLEYCSS.COM/LEGAL/)

Solution: **Moreno Valley Morrison Fire Station #99_Intrusion Alarm System**

Quote: Q-00879454

Investment Type: Customer Owned

System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution – Sonitrol	<input type="checkbox"/>
Intrusion – Traditional	<input checked="" type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion – Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

Customer to Provide

120 vac Power Outlets	Network Connectivity
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Equipment

Quantity	Part Number	Description
1	B8512G-C	BOSCH B8512G-C INTRUSION KIT INCLUDES THE FOLLOWING: (1) B8512G CONTROL PANEL; (1) B8103 UNIVERSAL ENCLOSURE (WHITE) AND (1) D1640 16.5 VAC 40 VA TRANSFORMER.
2	B920	2 LINE ALPHA NUMERIC KEYPAD (SD12)
1	B56	B SERIES KEYPAD SURFACE MOUNT BACK BOX
1	B440	PLUG-IN CELLULAR COMMUNICATOR, CDMA 3G
1	IM-1270	BATTERY - 12V, 7AH
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE
2	EN1224-ON	FOUR-BUTTON, ON/OFF/
1	AS-SSX52SA	SIREN STORBE AMBER LENS
16	EN1215WEOL	DOOR/WINDOW TRANSMITTER WITH WALL TAMPER AND REED SWITCH
1	B299	POPEX MODULE FOR B9512G AND B8512G; PROVIDES POINT IDENTIFICATION FOR UP TO 100 CONNECTED ADDRESSABLE INITIATING DEVICES USING POPITS; SUPERVISES WIRING TO DEVICES FOR CIRCUIT INTEGRITY
3	ZX938Z	MOTION CEILING MOUNT BOSCH DETECTION SYSTEMS CEILING 360 PIR MOTION POPIT ZX938Z
3	ZX970	PIR / MICROWAVE INTRUSION DETECTOR, 70FT, W/ POPIT
2	B328	SWIVEL MOUNTING BRACKET
1	B335-3	BOSCH 3PK SWIVEL BRACKET/820/835/774
4	EN1215EOL	UNIVERSAL TRANSMITTER WITH WALL TAMPER
4	ISN-CMET-4418	OVERHEAD DOOR CONTACT
1	31155512	18/4 STR CMP 500FT BOX NAT

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4	Miscellaneous Hardware Inovonics Secondary Window Alarm Magnet
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Existing Equipment

Quantity	Description
1	Utilize Customer-Provided Conduit for Cable Installed in the Apparatus Bay Area

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND ESERVICES CORE EDITION.
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X	Standard Service Plan	(MONDAY - FRIDAY, 8AM - 4PM) STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURING NORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OF PROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERA SYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR AND TEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED BY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABOR RATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENT STANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC (24X7).

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License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: A ROC204975: AR 0329770517; CMPY.00019111, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alan company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5: DE 04-158; FAL-0001: FL EF0000772: GA 439701: IA AC-211: ID 01583; 022726-AA-4: IL 127001274: KY 338: LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259: MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm System Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554: NV F400; F401; 0071024; 0078001: NY 12000293169, Licensed by NYS Dept. of State: OH 53-89-1512: OK 95 OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956: SC FAC3387; BAC5501: TN 1180; 1540; 1448; 1650; 1446; CE-D 65528: TX ACR2639; ECR1821; B02140: UT 5704068-6501: VA 2705-087235A, 11-5481: WA STANLCS925M2: W 045298: WI 969322: WY LV-G-23879. REV (2016.10.03) Q-00879454

Services		
X	Bosch - Remote Security Control (RSC) Application	BOSCH REMOTE SECURITY CONTROL (RSC) APPLICATION - ALLOWS THE ARMING AND DISARMING, EVENT NOTIFICATIONS AND VIDEO VIEWING WITH TABLET OR SMART PHONE WHEN USING A BOSCH ETHERNET OR CELLULAR ENABLED PANEL CONNECTION. THE RSC APPLICATIONS IS COMPATIBLE WITH BOSCH B SERIES AND NEW G SERIES PANELS USING ETHERNET OR CELLULAR CONNECTIONS. DOES NOT INCLUDE ETHERNET OR CELLULAR SERVICE DATA FEES. THE APPROPRIATE CELLULAR DATA PLAN SHOULD BE SELECTED BASED OFF OF EXPECTED DATA USAGE (DAILY VIDEO, NOTIFICATIONS OR ARM/DISARMS SHOULD USE THE HIGH USE 5MB PLANS OFFERED; ALL OTHERS CAN USE THE 1MB PLANS OFFERED) OTHERWISE CELLULAR DATA OVERAGE FEES MAY APPLY.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FREE FOR EVERYONE.
1	Bosch - Remote Connect Cloud Service	BOSCH - REMOTE CONNECT CLOUD SERVICE ALLOWS INSTALLATION OF CERTIFICATED BOSCH B AND NEW G SERIES PANELS USING IP COMMUNICATIONS TO CONNECT ON CUSTOMER NETWORKS WITHOUT DIFFICULT CHANGES TO CUSTOMER ROUTER SETTINGS AT A COST SAVINGS OVER PRIMARY CELLULAR SERVICE. REMOTE CONNECT CLOUD SERVICE ELIMINATES THE CUSTOMER IT DEPARTMENT FROM HAVING TO OPEN UP INBOUND PORTS, SETUP DNS OR VPN'S AND MAKE/CHANGE FIREWALL RULES, THUS ALLOWING FOR EASY CONNECTION ON SECURED CUSTOMER ROUTER/NETWORKS. ALL B AND NEW G SERIES PANELS COME WITH A PKI CERTIFICATE INSTALLED ON THE PANEL ALLOWING QUICK CLOUD CONNECTION. THE REMOTE CONNECT CLOUD SERVICE ALSO WORKS WITH CELLULAR CONNECTION (PRIMARY OR BACKUP) AND THE REMOTE SECURITY CONTROL APPLICATION. THIS SERVICE DOES NOT WORK WITH BOSCH LEGACY PANELS ALREADY INSTALLED IN THE FIELD PRIOR TO OCTOBER 2016. EXCLUDES INTERNET FEES AND EQUIPMENT. TERMINATION FEE IF CANCELED PRIOR TO MINIMUM 12 MONTH TERM.

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Services		
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	Bosch - Verizon - National US- Backup - 150Kb Cellular Data Plan	PREFERRED USE PLAN -150KB BACKUP (ONLY) CELLULAR DATA PLAN USING VERIZON - UTILIZES A BOSCH B440 3G AS A BACKUP DIGITAL CELLULAR COMMUNICATION PATH FOR ALARM SIGNAL TO THE PNC. BOSCH COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. EXCLUDES THE RADIO EQUIPMENT. ONLY OFFERED WHERE B440 SERVICE IS AVAILABLE. DATA USAGE OVER 150KB MAY BE BILLED IN ADDITION TO NORMAL SERVICE FEES. B440 WORKS ON ALL B AND NEW G SERIES PANELS. LEGACY PANELS REQUIRE B450 MODULE IN ADDITION TO B440.
1	eServices Professional Edition	ESERVICES PROFESSIONAL EDITION - PREMIUM REPORTING - UP TO 3 MONTHS OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 10 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL/NATIONAL ACCOUNTS) - FEE PER SITE & PANEL

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Equipment Notes

Theory of Operation

INTRUSION ALARM SYSTEM

Stanley Security to provide and install Bosch Combination Hardwired and Wireless Intrusion Alarm System

General Scope of Work -

- * Installation, training, set-up and programming 1 Bosch B8512G intrusion alarm control panel to be located in main building electrical / telco room.
(capacity of up to 99 alarm points and up to 500 individual users)
- * Installation of 1 4G Cellular Communication Back-up system.
- * Installation of 1 Alarm Siren/Strobe, located inside the apparatus bay, for audio and visual notification of general alarm condition, and for "system armed" ring-back functionality.

Perimeter Window and Door Alarm Contact Schedule as follows -

- *All perimeter pedestrian doors to be alarmed using wireless alarm contacts.
- *All perimeter windows that open to be alarmed using wireless alarm contacts. Stanley to install two alarm magnets on the window and configure the system so that the window can be "armed" in two positions (fully closed, and partially open)
- *Overhead doors in the apparatus bay area and the roof hatch will be protected with wireless alarm contacts

Interior Trap Protection - Motion detectors to be installed to provide protection as follows:

- * Three hardwired ceiling-mount 360-degree infrared motion detectors will be installed to cover the hallways and front dining / TV room area
- * Two hardwired wall-mount infrared motion detectors will be installed to provide back-up protection to the apparatus bay door alarm sensors
- * One hardwired wall-mount infrared motion detector will be installed to provide coverage in the exercise room

Alarm System Arm/Disarm Control -

- * Stanley to install 2 Bosch arm/disarm keypads; one inside near the main building entry door, and one inside near the designated apparatus bay entry door.
- * Stanley to also provide (2) wireless arm/disarm keyfobs that can be used to manage the alarm system from inside a vehicle as it is pulling out of the station. Stanley to configure the system so that the wireless keyfob arming function, initiates a "force arm" condition. In addition, the system will be programmed so that any alarm points that are "open" when the system is forced armed, will join the alarm system "armed" status if they restore to a normal/closed state after the system is armed.

General Notes:

1. Existing building construction elements would make installation of alarm system cabling impractical. Stanley to utilize 900MHz wireless technology to interconnect alarm sensors (door contacts and motion detectors) with the make alarm system control panel.
2. Stanley to utilize customer-provided conduit pathway to install alarm system cabling in the apparatus bay area. Conduit required connecting the main building electrical room and the above ceiling space in the office/dormitory area of the fire station. Conduit is also required at two apparatus bay motion detector locations and one apparatus bay alarm keypad location.

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- Stanley to provide rental of a man-lift, as required install cabling in the apparatus bay area.
- Customer to provide 110-volt power connection at system control panel location
- Customer to provide internet connection at the new intrusion alarm control panel location as required for transmission of alarm signals to the Stanley central monitoring station.

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 12 Months (1 Year) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New
 Warranty Duration: 90 Days
 Escalation Information: 2% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

*Prices do not include taxes
 *Price includes prevailing wage labor rates

Total Installation Price*:	\$11,935.00 USD
Up-front Deposit*:	\$0.00
Progress Payments*:	N/A
Balance Due Upon Completion*:	\$11,935.00
Monthly Service Charges	
Total Monthly Fee*:	\$163.00 USD
Payment Frequency:	Monthly in Advance

STANLEY Convergent Security Solutions, Inc.

Customer: Moreno Valley Morrison Fire Station #99

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

David Vandegrift 11-17-17

Security Representative (Sign)

Title

David Vandegrift ACE35002

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

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Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	MV Morrison Fire Station #99 / Intrusion Alarm System	MV Morrison Fire Station #99 / Intrusion Alarm System	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Report to City Council

TO: Mayor and City Council
 Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Mel Alonzo, Parks & Community Services Director

AGENDA DATE: February 6, 2018

TITLE: TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL TOWER AT JOHN F. KENNEDY VETERANS MEMORIAL PARK

RECOMMENDED ACTION

Recommendation:

1. Authorize the Mayor to execute an Agreement for a new Telecommunications License Agreement with New Cingular Wireless PCS, LLC, on the property known as John F. Kennedy Veterans Memorial Park; New Cingular Wireless PCS, LLC site number CLV5638.

SUMMARY

Request to enter into an agreement with New Cingular Wireless PCS to install two replacement sports light poles with antenna and a building for transmission of wireless utility at John F. Kennedy Veterans Memorial Park.

DISCUSSION

Conditional Use Permit (CUP) #PA14-0017 was approved by the Planning Commission on July 24, 2014, for a new wireless telecommunications facility located to the westerly side of exterior of John F. Kennedy Veterans Memorial Park (JFK Park), at 15115 Indian Street.

New Cingular Wireless PCS, a Delaware limited liability corporation, desires to construct a cellular tower (sports light pole design) and to license ground space on the west side of JFK Park to house equipment to operate two cellular towers on two light poles.

New Cingular Wireless PCS representatives met with Parks and Community Services and Planning to review and discuss the requirements for obtaining approvals for the project. New Cingular Wireless PCS designed the installation of stealth cellular equipment on the poles, so they do not interfere with sports lighting, and building for transmission of wireless utility at the site. A Telecommunications License Agreement (TLA) was drafted and mailed to New Cingular Wireless PCS' representative and negotiations were concluded as to the license agreement.

The proliferation of various personal communication devices makes additional cellular tower facilities necessary to meet consumer demand. Service providers are installing cellular towers in populated areas throughout the Southern California area in order to accommodate the populace. The proposed Telecommunications License Agreement with New Cingular Wireless PCS, LLC, is for a term of five (5) years with five (5) additional renewal terms of five (5) years each. For the initial five-year term, the Agreement will provide \$51,000 for the first year in license fee revenue to the Parks and Community Services Department (CSD). In addition, a \$100 per month landscape maintenance and graffiti abatement fee will be paid by the Licensee. Both license fee and the landscape maintenance and graffiti abatement fee include annual increases of three percent (3%). A one-time fee of \$25,000 for granting the license will be paid within thirty (30) days of full execution of the License.

Facility removal, Performance and Labor and Material Bonds have been issued for construction.

ALTERNATIVES

1. Authorize the Mayor to execute an Agreement for a new Telecommunications License Agreement with New Cingular Wireless PCS, LLC, on the property known as John F. Kennedy Veterans Memorial Park; New Cingular Wireless PCS, LLC site number CLV5638. *This alternative would result in additional revenue to the CSD.*
2. Do not authorize the Mayor to execute an Agreement for a new Telecommunications License Agreement with New Cingular Wireless PCS, LLC, on the property known as John F. Kennedy Veterans Memorial Park; New Cingular Wireless PCS, LLC site number CLV5638. *This alternative would result in a loss of potential revenue to the CSD.*

FISCAL IMPACT

The proposed agreement will provide revenue to the Parks and Community Services Department in license fee payments of \$51,000 for the first year. The one-time fee of \$25,000 for granting the license will be credited to Parks and Community Services.

Annual License Fee (Account No. 5011-50-57-35210-463080) \$51,000
 Annual Landscape Maintenance and Graffiti Abatement
 (Account No. 5011-50-57-35210-501000) \$1,200
 One-time fee (Account No. 5011-50-57-35214-540040) \$25,000

DESCRIPTION	FUND	GL ACCOUNT NO.	TYPE (REV/EXP)	FY 17/18 BUDGET	PROPOSED ADJUSTMENTS	FY 17/18 AMENDED BUDGET
Parks Maintenance	Zone A	5011-50-57-35210-463080	REV	\$246,000	\$21,250 prorated 5 months	\$267,250
Parks Maintenance	Zone A	5011-50-57-35210-501000	REV	\$7,500	\$500 prorated 5 months	\$8,000
Parks Projects	Zone A	5011-50-57-35214-540040	REV	\$5,000	\$25,000	\$30,000

DESCRIPTION	FUND	GL ACCOUNT NO.	TYPE (REV/EXP)	FY 18/19 BUDGET	PROPOSED ADJUSTMENTS	FY 18/19 AMENDED BUDGET
Parks Maintenance	Zone A	5011-50-57-35210-463080	REV	\$253,000	\$51,000	\$304,000
Parks Maintenance	Zone A	5011-50-57-35210-501000	REV	\$7,500	\$1,200	\$8,700

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
 Tony Hetherman
 Parks Projects Coordinator

Department Head Approval:
 Mel Alonzo
 Parks and Community Services Director

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.

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development

- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

Objective 1.8: Evaluate staff resources and dedicate City funding to invest in aggressive Economic Development activities that will result in increased revenues to the City, additional employment opportunities, and enhanced quality of life for our residents.

ATTACHMENTS

- 1. TLA JFK PARK

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/31/18 8:11 AM
City Attorney Approval	<u>✓ Approved</u>	1/31/18 11:29 AM
City Manager Approval	<u>✓ Approved</u>	1/31/18 12:18 PM

CITY OF MORENO VALLEY
TELECOMMUNICATIONS LICENSE AGREEMENT

This Telecommunications License Agreement ("License") is effective as of the date signed by Licensor, after execution by the Licensee, and is by and between THE CITY OF MORENO VALLEY, hereinafter called "Licensor," and New Cingular Wireless PCS, LLC, a Delaware limited liability company, hereinafter called "Licensee."

The parties agree as follows:

1. Premises.

Licensor owns the real property legally described in Exhibit "A" hereinafter called "Property." Subject to the following terms and conditions, Licensor licenses to Licensee that portion of Licensor's Property depicted in Exhibit "B," including all necessary and reasonable access and utility rights for the installation, operation, and maintenance of Licensee's equipment, structures, and utilities (the "Premises"). Exhibit "C," Conditional Use Permit and Conditions of Approval, is attached hereto and incorporated by reference into this License Agreement.

2. Use.

A. The Premises may be used by Licensee for any lawful activity in connection with the provision of mobile/wireless communications services, including without limitation, the transmission and the reception of wireless communication signals on various frequencies and the construction, maintenance and operation of related communications facilities, subject to the terms and conditions of this License.

B. Licensee shall use the Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations and orders in effect.

C. Licensor agrees, at no expense to Licensor, to cooperate with Licensee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Premises.

D. The terms and conditions in this License are offered solely to Licensee as an inducement to execute the License for the Premises. Licensor would not necessarily license the Premises to another licensee on such favorable terms and conditions, it being understood that Licensor is specifically relying on the identity of Licensee in agreeing to the terms and conditions in this License. Licensee acknowledges that the License terms and conditions are for Licensee's benefit only so long as Licensee operates the business allowed by this License. But for the previously stated reasons, Licensor would not enter into this License. Therefore, Licensee shall not voluntarily, involuntarily, or by operation of laws, sublicense all or any part of the Premises or allow it to be assigned or sublicensed to any person or entity other than Licensee except as otherwise permitted under Section 13.

E. Licensee shall not voluntarily, involuntarily, or by operation of law, sublicense all or any part of the Premises or allow it to be sublicensed, to any person or entity other than Licensee (except as otherwise permitted under Section 13) without the prior written approval of Licensor, which approval will not be unreasonably withheld, delayed or conditioned. In the event Licensee sublicenses or permits the collocation of equipment within the Premises (including the light standards) to another communications carrier, the License Fee due under this License shall increase by an amount equal to:

1. Thirty-five percent (35%) of the current License Fee at the time of the sublicensing or collocation for each month the additional carrier's equipment is located within the Premises for use of one (1) light standard.
2. Fifty percent (50%) of the current License Fee at the time of the sublicensing or collocation for each month the additional carrier's equipment is located within the Premises for use of two (2) light standards.

Notwithstanding anything in this License to the contrary, nothing in this License shall prohibit the shared use of Licensee's Facilities (as defined below) with another party pursuant to a strategic alliance, roaming, or other agreement with Licensee; provided, however, such third party does not install any equipment in or upon the Premises.

3. Conditions Precedent.

This License is conditioned upon Licensee obtaining all necessary federal, state, or local governmental permits and approvals enabling Licensee to construct and operate mobile/wireless communications facilities on the Premises.

4. Term.

A. This License is binding and in effect upon full execution and delivery by Licensor and Licensee. The initial term of this License ("Initial Term") shall be five (5) years commencing on the first day of the month following the date the License is fully executed. This date shall be referred to as the "Commencement Date". Construction plans must be approved, prior to execution of the License. Licensee shall have the right to extend the Term of this License for five (5) additional terms (each a "Renewal Term") of five (5) years each. The terms and conditions for the Renewal Term shall be the same terms and conditions of this License, except that the License Fee shall be increased as set forth in Section 5. This License shall automatically be extended for each successive five (5) year Renewal Term unless notice is provided in writing of Licensee's intention not to extend this License at least thirty (30) days but not more than 180 days prior to the expiration of the Initial Term or the then existing Renewal Term. The Initial Term and Renewal Terms are collectively referred to as the Term ("Term").

B. At the expiration of the final Renewal Term of the License Agreement, Licensor and Licensee, at their option, may renegotiate this License.

5. License Fee.

A. In consideration of being granted this License, the Licensee shall pay the Licensor a one-time payment of *twenty-five thousand dollars (\$25,000)*, payable within thirty (30) days after the License is fully executed.

B. The payment form (check, money order, etc) shall reference "AT&T CLV5638 ONE-TIME". This one-time payment shall be made payable to the City of Moreno Valley, and sent to:

City of Moreno Valley
Parks and Community Services
Attn: Parks Projects Coordinator
14075 Frederick St.
Moreno Valley, CA 92553

C. In consideration of the rights granted by this License, upon the Commencement Date and throughout the Term of this License, Licensee shall pay Licensor the sum of *fifty-one thousand dollars (\$51,000.00) per year* as a License Fee ("License Fee"). Commencing on the Commencement Date, License Fee shall be payable in twelve (12) equal monthly installments, on or before the first day of each month in advance. At the Licensee's option, the Licensee may elect to make yearly payments on or before the first day of the month of the Commencement Date. License Fee shall increase at a rate of three percent (3%) each year on each anniversary date of the Commencement Date. In any partial month occurring after the Commencement Date, the License Fee will be prorated. The initial License Fee payment will be forwarded by Licensee to Licensor within forty-five (45) days after the Commencement Date.

D. The payment form (check, money order, etc) shall be reference the site "JFK-CLV5638". License Fee payments shall be made payable to the City of Moreno Valley, and sent to:

City of Moreno Valley
Attn: Finance Department
P.O. Box 88005
Moreno Valley, CA 92552-0805

E. License Fee is assessed based on an equipment building not exceeding 300 square feet, and antenna on two City owned light standards, as referenced in Exhibit 'B.'

F. If the License Fee is not received by Licensor on or before the fifteenth (15th) day following the due date, it shall be deemed delinquent. If the License Fee is not paid before delinquency, then the amount due and unpaid shall be subject to a monthly late charge at the rate of five percent (5%) of the overdue amount, without limitation to Licensor's other rights and remedies under this License.

G. Licensee may request to expand the Premises. Licensee must submit plans showing the proposed use beyond the existing square footage, and if determined to be in Licensor's best interests, Licensor will provide written consent, which consent will not be unreasonably withheld, conditioned, or delayed. License Fee shall be increased in proportion to the extra square footage included in the revised premises, based on the current License Fee.

6. Improvements; Access.

A. Licensee shall have the right (but not the obligation) at any time following the full execution and delivery of this License and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for Licensee's Facilities (as defined herein) and for the purpose of preparing for the construction of Licensee's Facilities. During any Tests or pre-construction work, Licensee will have in effect the insurance required in Section 12, Insurance. Licensee will notify Licensor of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Licensor. If Licensee determines that the Premises are unsuitable for Licensee's contemplated use, then Licensee will notify Licensor and this License will terminate at Licensee's option.

B. Subject to all terms and conditions of this License, Conditional Use Permit, and Approved Plans and Specs, Licensee has the right to construct, maintain and operate on the Premises wireless communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and structures, ("Licensee's Facilities") and lighting as specifically identified on the attached Exhibit B. In connection therewith, Licensee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Licensee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers, except that any change to the Licensee's Facilities adversely and materially affecting the visual appearance of the Premises, any modification of equipment which places an additional load on the Licensor's electrical system requiring an increase in Licensee's 200 amp service panel size and capacity shall be prohibited until approved in writing by Licensor, and such approval will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed. Notwithstanding the forgoing, Licensee shall be entitled to exchange and replace equipment and antennas within the Premises provided that (i) any new equipment is either not physically or materially greater in size or not visible to the public; or (ii) any antennas are not greater in size than those previously installed.

C. Licensee shall submit an application to the City of Moreno Valley for a Conditional Use Permit and pay all applicable fees. Subject to the approval of a Conditional Use Permit, Licensee shall construct, maintain and operate said Facilities in accordance with the Conditions of Approval as set forth by the City's Planning Division, Building and Safety Division, Parks and Community Services Department, and the Fire Prevention Bureau, et al, during the plan review process.

D. Licensee shall obtain and pay for all building permits and fees as required. Licensors approved temporary fencing shall be placed and maintained around the construction site for the duration of construction.

E. As part of the installation of Licensee's Facilities, Licensee shall have the right to install electrical service, at Licensee's expense, including, but not limited to primary power and installation of an emergency back-up power system for Licensee's Facilities. Subject to Licensors approval of the location, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee shall have the right to place utilities on (or to bring utilities across) Licensors Property in order to service the Premises and Licensee's Facilities.

F. Licensee shall use its best efforts to commence and diligently pursue all of the construction and installation work described in this Section 6 so as to fully complete said work within 180 days of the Commencement Date subject to reasonable extension of time due to events of force majeure, delays in obtaining government approvals necessary to properly install and operate Licensee's Facilities, or as otherwise required by Licensee.

G. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner as defined by the prevailing industry standard for public works projects.

H. Licensee shall provide and maintain in effect three (3) good and sufficient Surety Bonds as follows:

The first bond shall be a "Faithful Performance Bond," which shall be in an amount of **one hundred thousand dollars (\$100,000)** and shall guarantee the faithful performance of all work related to the removal of the Licensee's Facilities as required herein. This Faithful Performance Bond for facility removal shall be required to be kept in place during the entire Term of the License.

The second bond shall be a "Faithful Performance Bond," which shall be in an amount of **three hundred thousand dollars (\$300,000)** and shall guarantee the faithful performance of all the work related to the construction of the Licensee's Facilities as required herein.

The third bond shall be a "Labor and Materials Payment Bond," which shall be in an amount of **three hundred thousand dollars (\$300,000)** and shall secure the payment of the claims of labor, mechanics, or materialmen pursuant to Section 3115 and 3143 of the Civil Code for all work related to the installation of Licensee's Facilities.

The 'construction-related' "Faithful Performance Bond" and the "Labor and Materials Bond" shall be kept in place until such time as Licensors approves in writing the final installation of the Licensee's Facilities, which approval shall not be unreasonably withheld, conditioned or delayed. Upon such approval from Licensors,

the 'construction related' Faithful Performance Bond and the Labor and Materials Payment Bond may be terminated. All bonds shall be Licensor approved, prior to the issuance of building permits, which approval shall not be unreasonably withheld, conditioned or delayed.

I. Title to Licensee's Facilities installed or placed on the Premises by Licensee shall be held by Licensee. Licensee has the right to remove all of Licensee's Facilities at its sole expense on or before the expiration or termination of this License, except those portions of Licensee's Facilities which are fully integrated into Licensor owned property, provided, however, no Licensee owned equipment, except for conduit placed under ground, shall be considered fully integrated into Licensor owned property. Upon termination of this License the Licensor shall have the option to have Licensee's structures and buildings removed at Licensee's sole expense or to have them remain in place. The Licensor will notify the Licensee thirty (30) days prior to the termination or expiration of this License as to the option of leaving or removing the building. If said building is allowed to remain in place, title to same shall revert to the City of Moreno Valley. Licensor shall take title to said facilities in their then existing "AS-IS, WHERE-IS" condition, without representation or warranty from Licensee. All of Licensee's communication equipment shall at all times be and remain Licensee's personal property, not be considered fixtures, and in no event shall any part of Licensee's communications equipment be deemed or considered "integrated into Licensor owned property", and Licensor agrees that Licensee's communications equipment shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any License Fee due or to become due. Notwithstanding anything to the contrary contained herein, in the event Licensee ceases to pay the License Fee for a period of more than six (6) consecutive months and abandons its communications equipment at the Premises, Licensor shall be entitled to remove Licensee's communications equipment from the Premises and dispose of it in any commercially reasonable manner it deems fit.

J. Licensor shall provide continuous access to Licensee, Licensee's employees, agents, contractors and subcontractors a designated access route on Exhibit B to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Licensee. In the event said route is obstructed, Licensor shall provide another suitable route of access to Licensee's Premises. Licensor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Licensee to the extent required to construct, maintain, install and operate Licensee's Facilities on the Premises. Licensee's exercise of such rights shall not cause undue inconvenience to the Licensor. Except in the event of an emergency (including equipment failure), Licensee shall provide a minimum of twenty-four (24) hours notice to the Licensor prior to access of the Premises for scheduled routine maintenance and other major work.

K. For additional access and utility rights beyond those provided to Licensee by Licensor in this License, it shall be the responsibility of Licensee to obtain and pay for all additional easements, rights of entry and all incidentals necessary to Licensee's operations upon the Premises.

L. Licensors shall maintain an access pathway from a public roadway to the Premises in a manner sufficient to allow access for Licensee's use of the Premises. Licensors shall be responsible for maintaining and repairing such access pathway, at its sole expense, except for any damage caused by Licensee's use of such access pathway; or replace damaged items. If Licensee causes any such damage, Licensee shall promptly repair all damages within 10 (ten) working days of Licensee's receipt of written notice from the Licensors. If the Licensee fails to make such repair or replacement within 10 (ten) working days of Licensee's receipt of written notice, the Licensors may cause the work to be done and the costs incurred thereby shall become the liability of the Licensee, and the Licensors shall be reimbursed said cost.

M. Licensee shall fully and promptly pay for all utilities used by Licensee for the use, operation and maintenance of Licensee's Facilities in the Premises.

N. Licensors shall be entitled to enter the Premises, in the presence of a Licensee representative, at any time to inspect Licensee's facilities for compliance with the terms of this License, and with all applicable Federal, State and local governmental regulations.

7. Repairs, Maintenance, Landscaping, and Graffiti.

A. Licensee shall be responsible for repairing and maintaining Licensee's Facilities and any other improvements installed by Licensee on the Premises in an acceptable aesthetic appearance, proper operating, and reasonably safe condition. This shall include the repair of all damage to Licensee's Facilities incurred whether natural or man made.

B. Upon the Commencement Date of the License, Licensors shall be responsible for all graffiti removal and abatement at the Premises (with the exception of personal and real property while under construction). Licensee shall pay a graffiti removal and landscape maintenance fee in the amount of **one hundred dollars (\$100) per month** for said service. The abatement and landscape maintenance fee shall be noted as a separate line item but included in the License Fee payment. The graffiti removal and landscape maintenance fee shall increase at a rate of three percent (**3%**) each year, on the anniversary date of the Commencement Date of the License, for the remaining Term of the License. Licensors shall be responsible for Licensee installed landscaping and irrigation, and concrete pathway maintenance located outside of the Premises. The landscape, irrigation and concrete pathway maintenance is reflected in the said fee.

8. Interference with Communications.

A. Licensee agrees to install equipment of types and frequencies which will not cause harmful interference to the currently existing communications equipment (as configured) of Licensors's vendors, or other pre-existing licensees or lessees of the Premises. In the event Licensee's equipment causes such interference, Licensee shall cooperate with Licensors in determining the source and will immediately take all steps necessary to correct and eliminate the interference. If said interference cannot

be eliminated within forty-eight (48) business hours after receipt of written notice from Licensor to Licensee of the existence of such interference and Licensee and Licensor have reasonably determined Licensee's equipment to be the source of said interference, Licensee shall discontinue use of the equipment creating said interference until such interference is corrected. Licensor shall not be liable to Licensee for any interruption of service of Licensee unless caused by Licensor or for interference with the operation of Licensee's equipment unless caused by Licensor.

B. Notwithstanding the foregoing, in the event that said interference interferes with Licensor's own equipment as configured and installed as of the installation of Licensee's equipment and in Licensor's sole and reasonable judgment, said interference jeopardizes the safe operation of Licensor's operations, Licensee will be responsible for eliminating the interference within twenty-four (24) hours, upon becoming aware of such interference. Licensee shall shut down the interfering equipment except for intermittent operations for the purpose of testing if Licensee is unable to eliminate said interference within twenty-four (24) hours of said notification. If Licensor disconnects power to the facility, Licensor will allow intermittent power to Licensee for equipment testing only.

C. Licensee has satisfied itself and hereby represents and warrants to Licensor that, to the best of Licensee's knowledge, no such interference shall result to the currently existing systems (as configured) of Licensor or other pre-existing licensees or lessees at the Premises. Licensee agrees to indemnify, hold harmless and defend Licensor against any claim or damage, including reasonable attorney's fees, arising out of such interference.

D. Licensee shall be responsible for performing and providing documentation to the Licensor for all engineering studies to ensure that the placement of its equipment at the Premises will not cause interference with any existing equipment (as configured) placed there by Licensor and/or any other pre-existing licensees or lessees.

E. It is emphasized that the primary use of the Premises is intended to include future and presently unknown Licensor uses, the integrity and security of which shall in no way be compromised by the Licensee. If during the Term of the License, Licensor's present or future operations requires installation of additional telecommunications equipment adjacent to the Premises, Licensor agrees to take all reasonable steps necessary not to affect or interfere with Licensee's right hereunder. If, however, such interference occurs despite the best efforts of both Licensor and Licensee, the Licensor's operational need shall prevail and Licensee shall be required to modify or remove their interfering equipment.

F. Excepting pre-existing equipment located on the Premises prior to the date of this License, Licensor shall not allow any use of the Property which interferes with Licensee's use of the Premises. If such interference occurs, Licensor shall promptly correct such interference within forty-eight (48) hours of Licensor's receipt of written notice from Licensee.

9. Taxes.

Licensee shall pay all taxes assessed against Licensee's Facilities. Pursuant to California Revenue and Taxation Code section 107.6, Licensee is notified that the property interest acquired by Licensee in the Premises under this License may be subject to property taxation as a possessory interest in real property, and Licensee may be subject to the payments of property taxes levied on that interest.

10. Termination.

This License shall not be revoked or terminated during the Term, except as expressly stated in this License. This License may be terminated on thirty (30) days prior written notice (except where stated otherwise) as follows:

A. by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that if such default is curable, but not curable within such sixty (60) day period, then within such period of time as is reasonably necessary to accomplish such cure (in order to avail itself of this time period in excess of sixty (60) days, the defaulting party must send to the other party, within the sixty (60) day period, a written plan to cure the default, which is reasonably acceptable to the other party, and the defaulting party diligently commences and continues performance of such cure to completion according to the written plan);

B. by Licensee if it does not obtain or maintain licenses, permits or other approvals necessary to the construction or operation of Licensee's Facilities; however, Licensee shall act with due diligence to obtain and maintain such agreements, licenses, permits, and other approvals;

C. by Licensee if Licensee is unable to occupy or utilize the Premises due to ruling or directive of the Federal Communications Commission ("FCC") or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies;

D. by Licensee if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference; or

E. by Licensee for any reason or for no reason provided Licensee delivers written notice of termination to Licensor prior to the Commencement Date.

F. In the event of a termination of this License by Licensee, if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference which occurs at any time within the Initial Term of this License, Licensee

shall be required to provide Licensor a minimum of three (3) months prior written notice of termination of the License.

G. In the event of a termination of this License for any cause in any Renewal Term, except default and failure to cure by Licensor, Licensee shall not receive a refund of any License Fee paid in advance to Licensor.

11. Condemnation.

If a condemning authority takes all of Licensor's Property, or a portion which in Licensee's opinion is sufficient to render the Premises unsuitable for Licensee's use, then this License shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Licensee shall include the value of Licensee's Facilities, prepaid License Fee, and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

12. Insurance

A. Licensee shall maintain in full force and effect, at no expense to Licensor, the following insurance:

1. Commercial general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence, four million dollars (\$4,000,000) aggregate for death, bodily injury, personal injury, or property damage;
2. Auto Liability insurance endorsed for "any auto" with limits of liability of one million dollars (\$1,000,000) per accident for bodily injury and property damage;
3. Employer's Liability insurance with limits of liability of one million dollars (\$1,000,000), each accident; one million dollars (\$1,000,000) disease each employee; and one million dollars (\$1,000,000) disease policy limit.

B. The insurance coverage required of the Licensee by section 12 shall also meet the following requirements:

1. The insurance shall be primary with respect to any insurance or coverage maintained by Licensor, as relates to Licensee's operations, and shall not call upon Licensor insurance or coverage for any contribution but only to the extent caused by Licensee, its agents or contractors.
2. The insurance policies shall include contractual liability and personal injury. Notwithstanding the forgoing, Licensee may, in its sole discretion, self insure any of the required insurance under the same terms as

required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to include Licensor as an additional insured, the following conditions apply:

(i) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

3. The insurance policies shall include the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), its officers, agents, employees, and volunteers, as additional insureds under the policies; and shall include substantially the following provisions:

“Moreno Valley Community Services District (CSD), the City of Moreno Valley (City), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers are additional insureds as respects to General Liability and Auto Liability insurance. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers’ Compensation and Employer’s Liability insurance as respects to the Moreno Valley Community Services District (CSD), the City of Moreno Valley (City), the Moreno Valley Housing Authority and each of their officers, officials, employees, agents, and volunteers.”

- A. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:
1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (04/13); or
 2. Substitute endorsements providing equivalent coverage, approved by the City.
 3. Licensor’s additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents, or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its employees, agents or independent contractors; and, (iii) not exceed Licensee’s indemnification obligation under this Agreement, if any.
- B. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds.

- Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.
- C. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the *“Moreno Valley Community Services District (CSD), the City of Moreno Valley (City), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers.”*
- D. All policies and endorsements shall stipulate that the Licensee’s (and its Subcontractors’) insurance coverage shall be primary and noncontributory insurance as respects the *“Moreno Valley Community Services District (CSD), the City of Moreno Valley (City), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers,”* and shall be excess of the Licensee’s (and its Subcontractors’) insurance and shall not contribute with it.
- For the primary and noncontributory coverage, said parties shall be named as additional insureds utilizing either:
1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (01/13); or
 2. Substitute endorsements providing equivalent coverage, approved by the City.
 3. Coverage shall state that the Licensee’s (and its Subcontractors’) insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.
 4. Licensee shall provide to Licensor’s Attorney, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements or blanket additional insured endorsements including Licensor, its officers, employees, agents, and volunteers, as additional insureds under the required liability policies;
 5. Licensee shall provide at least thirty (30) days written notice to Licensor’s Attorney (ten (10) days notice shall apply to non-payment) of any cancellation or non renewal of any required coverage that is not replaced.
 6. If the insurance is written on a Claims Made Form, then, following termination of this License, said insurance coverage shall survive for a period of not less than five (5) years;
 7. The insurance policies shall provide for a retroactive date of the placement of Licensee’s Facilities coinciding with the effective date of this License;
 8. The insurance shall be reasonably approved as to form and sufficiency by the Licensor’s Attorney.
- E. If it employs any person, Licensee shall maintain worker’s compensation and employer’s liability insurance, as required by the State Labor Code and other applicable laws and regulations.

13. Successors and assigns.

Licensee may assign this License upon written notice to and approval of Licensor, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, Licensee shall have the right to sublicense or assign its rights under this License without consent of Licensor, (i) to any of its partners, members, subsidiaries, affiliates or successor legal entities, (ii) to any entity acquiring substantially all of the assets of Licensee in the geographic region the Premises are located, or (iii) to any entity in connection with any financing, loan, security interest, pledge, or mortgage of Licensee's property. This License shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties.

14. Environmental Indemnification; Hazardous substances.

A. Licensee hereby represents, warrants, covenants and agrees to and with Licensor that all of Licensee's operations or activities upon, or any use or occupancy of the Property by Licensee, or any portion thereof, by Licensee, shall be in all respects in compliance with all applicable state, federal and local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Substance (as defined below).

B. If any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable federal, state or local law or regulation, by any judicial order, or by any governmental entity due to any Hazardous Substances brought on to or generated on the Property by Licensee, Licensee shall perform or cause to be performed the Remedial Work in compliance with such law, regulation, or order. All costs and expenses of such Remedial Work shall be paid by Licensee including, without limitation, all charges of Licensee's contractors, consultants and engineers and Licensor's reasonable attorney, architect's and/or consultant's fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Licensee shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Licensor may, but shall not be required to, cause such Remedial Work to be performed, and all reasonable costs and expenses thereof, or incurred in connection therewith, shall be reimbursed to Licensor.

C. "Hazardous Substances" shall include without limitation:

1. Those substances included within the definitions of "hazardous substances," "hazardous materials," toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of

1980 (42 U.S.C. § 9601 et seq.) (“CERCLA”), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) (“SARA”), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) (“RCRA”), and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., and in the regulations promulgated pursuant to said laws, all as may be amended from time to time;

2. Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 30, and as may be amended from time to time);

3. Any material, waste or substance which is petroleum, asbestos, polychlorinated biphenyls, designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); or radioactive materials; and such other substances, materials, and wastes which are or become regulated as hazardous or toxic under applicable local, state, or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

15. Indemnity and Mutual Release.

Licensor and Licensee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorney’s fees) and claims of liability or loss to the extent arising from the ownership, use and/or occupancy of the Licensor’s Property or Premises by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party, breach of this License by the indemnified party, or violation of law by the indemnified party. The indemnity obligations under this Section will survive the termination of this License.

16. Attorneys’ fees; Litigation costs.

A. If any action at law or in equity is brought to recover any License Fee or other sums under this License, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this License, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to reasonable attorneys’ fees, costs and other expenses, in addition to any other relief to which such party may be entitled to the extent award by a court of law.

B. Whenever provision is made in this License for the payment of attorney’s fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

C. Any award of damages following judicial remedy or arbitration as a result of the breach of this License or any of its provisions shall include an award of

prejudgment interest from the date of the breach at the lesser of (i) the maximum amount of interest allowed by law or (ii) Ten Percent (10%).

17. Waiver of Incidental and Consequential Damages.

With the exception of the indemnification obligations identified within this License, neither party will assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction, installation, operation, maintenance, or replacement of personal property owned by either party, or Licensor's or Licensee's use of the Premises or Licensor's Property, including any and all losses incurred as a result of Licensor's or Licensee's actions or defaults.

18. Miscellaneous.

A. Severability. If any provision of the License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

B. Notices. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or trackable overnight mail to be effective when properly sent and received, refused or returned undelivered, and shall be addressed to the address of the respective parties set forth below. Any change in address shall be promptly reported to affected party.

Licensor:

Parks and Community Services
Attn: Director
City of Moreno Valley
14075 Frederick Street
Moreno Valley, CA 92553

A copy to be sent to:

Licensor:

City Manager
City of Moreno Valley
P.O. Box 88005
14177 Frederick Street
Moreno Valley, CA 92552-0805

Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #CLV5638
Cell Site Name: The Grassy Knoll (CA)
Fixed Asset #12844489
575 Morosgo Drive
Atlanta, GA 30324

Licensee:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept. – Network Operations
Re: Cell Site #CLV5638
Cell Site Name: The Grassy Knoll (CA)
Fixed Asset #12844489
208 S Akard Street
Dallas, TX 75202-4206

C. Choice of Law. This License shall be governed under the laws of the State of California and applicable Federal law.

D. Survival of Terms. Terms and conditions of this License which by their sense and context survive the termination, cancellation or expiration of this License will so survive.

E. Entire Agreement. The terms of this License (including the Exhibits, all of which are hereby incorporated by reference) are intended by the parties as the final expression of their agreement with respect to such terms. The parties further intend that this License constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any proceeding, involving this License. The language in all parts of this License will in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against either party.

F. Amendments and Modifications. No amendments, modification or supplement, including those by custom, usage of trade, or course of dealing, of any provisions of this License shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification. No oral order, objection, claim, or notice by either party to the other shall affect or modify any of the terms or obligations contained in the License.

G. Venue. At Licensor's option, any action by any party to this License shall be brought in the appropriate court of competent jurisdiction within the County of Riverside, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

H. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this License by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this License thereafter.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Telecommunications License Agreement as of the date and year signed by Licensor.

Licensor:
City of Moreno Valley

Licensee:
New Cingular Wireless PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

BY: _____
MAYOR

Federal I.D. No.: 84-1659970

DATE: _____

PRINT NAME: James Stickney

<u>INTERNAL USE ONLY</u>	
ATTEST:	_____
	City Clerk
APPROVED AS TO LEGAL FORM:	_____
	City Attorney
	<u>12-15-17</u>
	Date

SIGNATURE: _____

TITLE: C&E Director

DATE: 10/30/17

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO LICENSEE:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution or a signing authority certificate that allows one person to sign on behalf of the corporation; if applicable, said resolution or certificate must be attached hereto. The corporate seal may be affixed hereto.

Enclosures:

- Exhibit "A" – Legal Description of the Property
- Exhibit "B" – Description of Premises, Licensee's Facilities, Incorporation of Approved Construction Plans by Reference
- Exhibit "C" – Conditional Use Permit and Conditions of Approval

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

ACKNOWLEDGMENT

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

State of California
County of Orange)

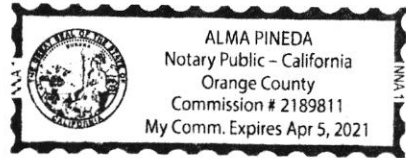
On October 30, 2017 before me, Alma Pineda - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Alma Pineda (Seal)



Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL



EXHIBIT A

LEGAL DESCRIPTION OF CITY'S PROPERTY

LOT G OF TRACT NO. 18912-2, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 132, PAGES 39 TO 41 INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THAT PORTION OF LOT G AS SHOWN ON MAP FILE IN BOOK 132, PAGES 39 TO 41, INCLUSIVE, OF MAPS, RECORDS OF THE RECORDER OF RIVERSIDE, CALIFORNIA, LYING WITHIN A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH , RANGE 3 WEST, SAN BERNARDINO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF JOHN F. KENNEDY DRIVE (100.00) FEET WIDE) AND INDIAN STREET (88.00 FEET WIDE) AS SHOWN ON SAID MAP; THENCE SOUTH 0° 0' 08" EAST, ALONG SAID CENTERLINE OF INDIAN STREET, A DISTANCE OF 220.83 FEET; THENCE SOUTH 89° 59' 52" WEST, A DISTANCE OF 44.00 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN STREET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 59' 52" WEST, A DISTANCE OF 102.74 FEET; THENCE SOUTH 54° 22' 45" WEST, A DISTANCE OF 135.90 FEET; THENCE SOUTH 0° 12' 07" EAST, A DISTANCE OF 42.85 FEET; THENCE SOUTH 35° 45' 50" EAST, A DISTANCE OF 63.83 FEET; THENCE NORTH 89° 57' 23" EAST, A DISTANCE OF 63.73 FEET; THENCE NORTH 0° 02' 37" WEST, A DISTANCE OF 9.79 FEET; (1) THENCE NORTH 89° 57' 23" EAST, A DISTANCE OF 8.46 FEET; (2) THENCE SOUTH 0° 02' 37" EAST, A DISTANCE OF 5.34 FEET; (3) THENCE NORTH 89° 57' 23" EAST, A DISTANCE OF 103.58 FEET TO A POINT OF INTERSECTION IN SAID WESTERLY RIGHT-OF-WAY LINE OF INDIAN STREET; THENCE NORTH 0° 0' 08" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 169.26 FEET TO THE TRUE POINT OF BEGINNING
THOSE COURSES REFERRED TO AS (1), (2) AND A PORTION OF (3) ARE ALONG THE NORTHERLY WALLS OF ONE STORAGE ROOM AND THREE RESTROOMS OF THE JOHN F. KENNEDY COUNTY FIRE STATION.

(End of Legal Description)

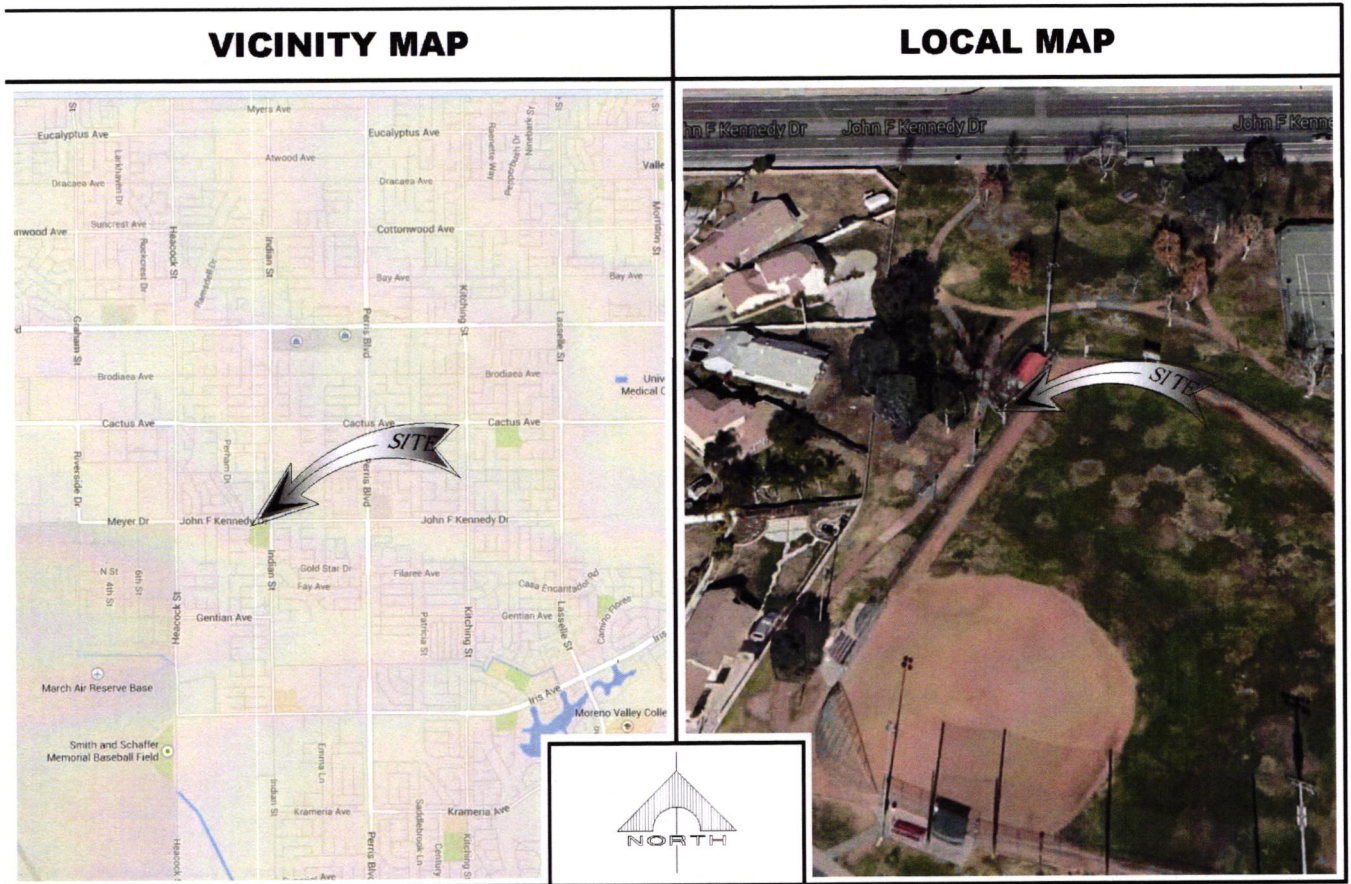
The land referred to herein is situated in the State of California, County of Riverside, described as follows:

Assessors Parcel Number: 485-042-028

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

EXHIBIT B

1. Location

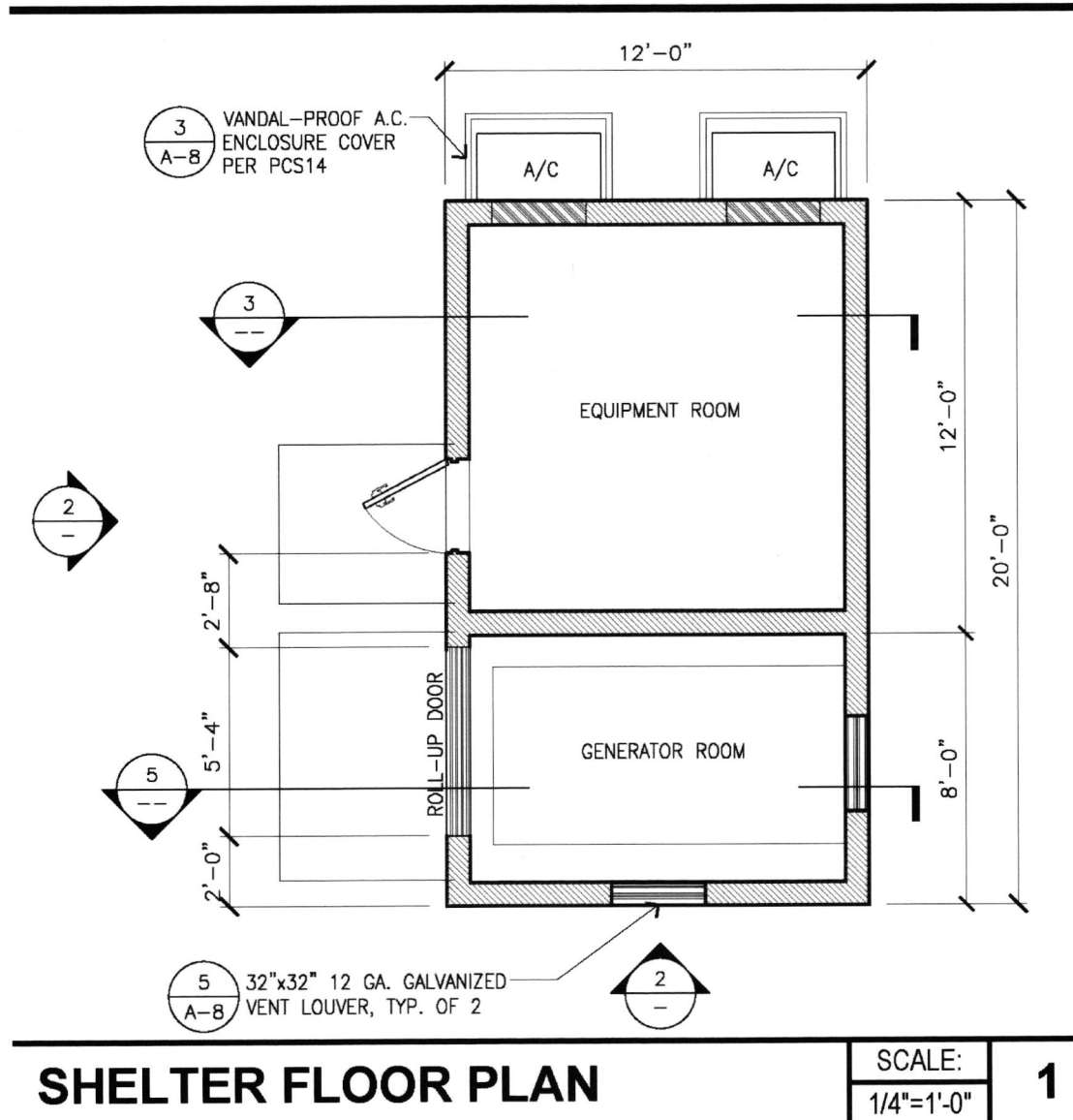


Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

2. Licensee's Facilities

The project consists of the installation of 12 panel antennas mounted to two new 80 foot light standards. A new building measuring approximately 11.5 feet 20 feet with interior power and Telco panels.

License area: Approximately 588 sq ft.



SHELTER FLOOR PLAN

SCALE:
1/4"=1'-0"

1

3. Incorporation of Plans by Reference

Construction drawings as approved by Building and Safety Division.

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

EXHIBIT C

Conditional Use Permit and Conditions of Approval by reference. Conditional Use Permit (CUP) #PA14-0017 was approved by the Planning Commission on July 14, 2014.

FAITHFUL PERFORMANCE BOND

**City of Moreno Valley, County of Riverside
State of California
(Government Code Section 66499.1)**

**New Cingular Wireless PCS, LLC, #CLV5638
Telecommunications Tower at John F. Kennedy Veterans Memorial Park
Cellular Tower on Two (2) Light Structures and One (1) Building**

Telecommunications Facility	\$ <u>300,000.00</u>	Location	<u>15115 Indian Street</u>
Bond No.	<u>09266385</u>	Premium	<u>\$405.00</u>
Surety	<u>Fidelity and Deposit Company of Maryland</u>	Principal	<u>New Cingular Wireless PCS, LLC</u>
Contact (Print)	<u>Jo Hollingsworth</u>	Contact (Print)	<u></u>
Address	<u>Zurich Commercial Surety 300 S. Riverside Plaza Suite 2100</u>	Address	<u></u>
City/Zip	<u>Chicago, IL 60606</u>	City/Zip	<u></u>
Telephone	<u>317-750-1045</u>	Telephone	<u></u>

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and New Cingular Wireless PCS, LLC, a Delaware corporation (hereinafter designated as "Principal") have entered into, or are about to enter into the attached Telecommunications License Agreement whereby Principal agrees to install and complete the above-designated telecommunications facility, relating to New Cingular Wireless PCS, LLC, #CLV5638 Telecommunications Facility, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound to the City of Moreno Valley, in the penal sum of Three Hundred Thousand Dollars (\$300,000), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless to the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. AT&T CLV5638

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named

on November 3, 2017.

PRINCIPAL

New Cingular Wireless PCS, LLC
by AT&T Mobility Corporation its manager

Name: _____

Title: _____

Name: Sherri Bazan

Sherri Bazan

Title: Assistant Treasurer

SURETY

Name: Fidelity and Deposit Company of Maryland

Title: Heidi A. Notheisen, Attorney-in-Fact

Name: Heidi A. Notheisen

Attorney-in-Fact

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY - ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 12-15-17

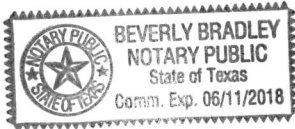
City Attorney
City of Moreno Valley

All-Purpose Certificate of Acknowledgment

State of Texas
County of Dallas }

On Nov. 3rd 2017 before me, Beverly Bradley
DATE NAME OF NOTARY PUBLIC
personally appeared Sherri Bazar
NAME(S) OF SIGNER(S)

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



Witness my hand and official seal.

Beverly Bradley 1130426-0
SIGNATURE OF NOTARY PUBLIC

Though the data below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual(s)
- Corporate Officer:
- Title(s)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other:

DESCRIPTION OF ATTACHED DOCUMENT(S)

Type of Document

Bond #09266385

Number of Pages

2

Date of Document

November 3, 2017

Signer(s) Other Than Named Above

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
New Cingular Wireless PCS, LLC by AT&T Mobility Corporation its manager

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

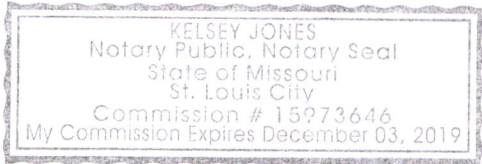
All-Purpose Certificate of Acknowledgment

State of Missouri
County of St. Louis }

On November 3, 2017 before me, Kelsey Jones,
DATE NAME OF NOTARY PUBLIC

personally appeared Heidi A. Notheisen
NAME(S) OF SIGNER(S)

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



Witness my hand and official seal.
Kelsey Jones
SIGNATURE OF NOTARY PUBLIC

Though the data below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form.

- CAPACITY CLAIMED BY SIGNER**
- Individual(s)
 - Corporate Officer:
 - Title(s)
 - Partner(s)
 - Attorney-in-Fact
 - Trustee(s)
 - Subscribing Witness
 - Guardian/Conservator
 - Other:

DESCRIPTION OF ATTACHED DOCUMENT(S)

Type of Document

Bond #09266385

Number of Pages

2

Date of Document

November 3, 2017

Signer(s) Other Than Named Above

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Fidelity and Deposit Company of Maryland

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Pamela A. BEELMAN, Cynthia L. CHOREN, Heidi A. NOTHEISEN, Joann R. FRANK, Karen L. ROIDER, Debra C. SCHNEIDER, Sandra L. HAM and Brittany D. CLAVIN, all of St. Louis, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of April, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Joshua Lecker*
Assistant Secretary
Joshua Lecker

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 17th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



Attachment: TLA JFK PARK (2963) : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of November, 20 17.



Faint circular seal of the Fidelity and Deposit Company of Maryland, with the number 43359 visible.

Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

MATERIAL AND LABOR BOND

**City of Moreno Valley, County of Riverside
State of California
(Government Code Section 66499.2)**

**New Cingular Wireless PCS, LLC, #CLV5638
Telecommunications Tower at John F. Kennedy Veterans Memorial Park
Cellular Tower on Two (2) Light Structures and One (1) Building**

Telecommunications Facility	\$ <u>300,000.00</u>	Location	<u>15115 Indian Street</u>
Bond No.	<u>09266385</u>	Premium	<u>included with performance bond</u>
Surety	<u>Fidelity and Deposit Company of Maryland</u>	Principal	<u>New Cingular Wireless PCS, LLC</u>
Contact (Print)	<u>Jo Hollingsworth</u>	Contact (Print)	<u></u>
Address	<u>Zurich Commercial Surety 300 S. Riverside Plaza Suite 2100</u>	Address	<u></u>
City/Zip	<u>Chicago, IL 60606</u>	City/Zip	<u></u>
Telephone	<u>317-750-1045</u>	Telephone	<u></u>

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and New Cingular Wireless PCS, LLC, a Delaware corporation (hereinafter designated as "Principal") have entered into, or are about to enter into the attached Telecommunications License Agreement whereby Principal agrees to install and complete the above-designated telecommunications facility, relating to New Cingular Wireless PCS, LLC, #CLV5638 Telecommunications Facility, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley, and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of Three Hundred Thousand Dollars (\$300,000), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

**MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. AT&T CLV5638**

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named

on November 3, 2017.

PRINCIPAL

New Cingular Wireless PCS, LLC
by AT&T Mobility Corporation its manager

Name: _____

Title: _____

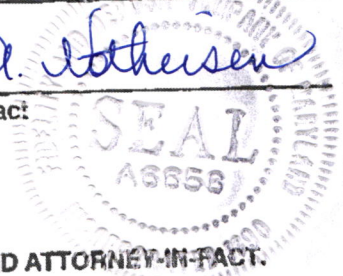
Name: *Sherri Bazan*
Sherri Bazan
Title: Assistant Treasurer

SURETY

Name: Fidelity and Deposit Company of Maryland

Title: Heidi A. Notheisen, Attorney-in-Fact

Name: *Heidi A. Notheisen*
Attorney-in-Fact



**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY**

Approved as to form:

Date: 12-15-17

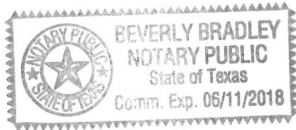
[Signature]
City Attorney
City of Moreno Valley

All-Purpose Certificate of Acknowledgment

State of Texas
County of Dallas }

On Nov. 3rd 2017 before me, Beverly Bradley
DATE NAME OF NOTARY PUBLIC
personally appeared Sherri Bazan
NAME(S) OF SIGNER(S)

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



Witness my hand and official seal.

Beverly Bradley 1130456-2
SIGNATURE OF NOTARY PUBLIC

Though the data below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual(s)
- Corporate Officer:
- Title(s)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other:

DESCRIPTION OF ATTACHED DOCUMENT(S)

Type of Document

Bond #09266385

Number of Pages

2

Date of Document

November 3, 2017

Signer(s) Other Than Named Above

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

New Cingular Wireless PCS, LLC by AT&T Mobility Corporation its manager

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

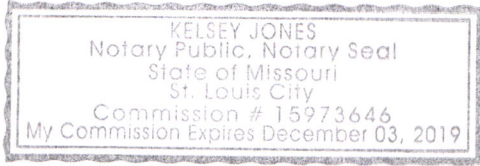
All-Purpose Certificate of Acknowledgment

State of Missouri
County of St. Louis }

On November 3, 2017 before me, Kelsey Jones
DATE NAME OF NOTARY PUBLIC

personally appeared Heidi A. Notheisen
NAME(S) OF SIGNER(S)

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



Witness my hand and official seal.

Kelsey Jones
SIGNATURE OF NOTARY PUBLIC

Though the data below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual(s)
- Corporate Officer:
- Title(s)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other:

DESCRIPTION OF ATTACHED DOCUMENT(S)

Type of Document

Bond #09266385

Number of Pages

2

Date of Document

November 3, 2017

Signer(s) Other Than Named Above

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Fidelity and Deposit Company of Maryland

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Pamela A. BEELMAN, Cynthia L. CHOREN, Heidi A. NOTHEISEN, Joann R. FRANK, Karen L. ROIDER, Debra C. SCHNEIDER, Sandra L. HAM and Brittany D. CLAVIN, all of St. Louis, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of April, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND




By: 
Assistant Secretary
Joshua Lecker


Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 17th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



Attachment: TLA JFK PARK (2963) : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

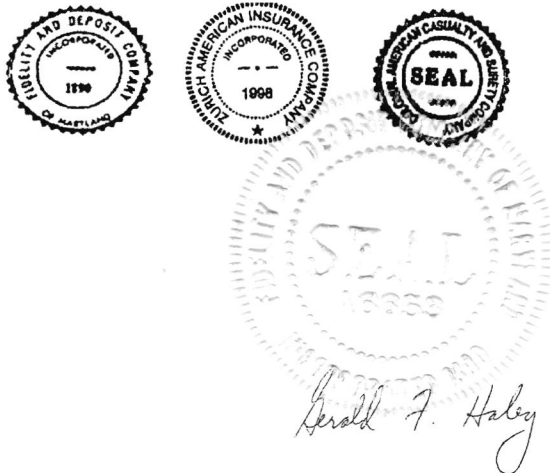
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of November, 2017.



Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

**FAITHFUL PERFORMANCE BOND
(100% of Estimated Amount)**

**City of Moreno Valley, County of Riverside
State of California
(Government Code Section 66499.1)**

**New Cingular Wireless PCS, LLC, #CLV5638
Telecommunications Tower at John F. Kennedy Veterans Memorial Park
Cellular Tower on Two (2) Light Structures and One (1) Building**

Telecommunications Facility Removal	\$ 100,000.00	Location	15115 Indian Street
Bond No.	09266386	Premium	\$135.00 Annually
Surety	Fidelity and Deposit Company of Maryland	Principal	New Cingular Wireless PCS, LLC
Contact Name (Print)	Jo Hollingsworth Zurich Commercial Surety	Contact Name (Print)	
Address	300 S. Riverside Plaza Suite 2100	Address	
City/Zip	Chicago, IL 60606	City/Zip	
Telephone	317-750-1045	Telephone	

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and New Cingular Wireless PCS, LLC, a Delaware corporation (hereinafter designated as "Principal") have entered into, or are about to enter into the attached Telecommunications License Agreement whereby Principal agrees to remove the above-designated telecommunications facility, relating to New Cingular Wireless PCS, LLC, #CLV5638 Telecommunications Facility, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley in the penal sum of One Hundred Thousand Dollars (\$100,000), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless to the City of Moreno Valley its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. AT&T CLV5638

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named

on November 3, 2017.

PRINCIPAL

SURETY

New Cingular Wireless PCS, LLC
Name: by AT&T Mobility Corporation its manager

Name: Fidelity and Deposit Company of Maryland

Title: _____

Title: Heidi A. Notheisen, Attorney-in-Fact

Name: *Sherri Bazan*
Sherri Bazan
Title: Assistant Treasurer

Name: *Heidi A. Notheisen*
Attorney-in-Fact

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY - ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 12-15-17

[Signature]
City Attorney
City of Moreno Valley

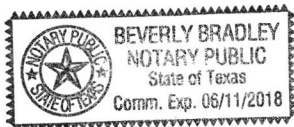
All-Purpose Certificate of Acknowledgment

State of Texas
County of Dallas }

On Nov. 3rd, 2017 before me, Beverly Bradley
DATE NAME OF NOTARY PUBLIC

personally appeared Sherri Bazan
NAME(S) OF SIGNER(S)

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



Witness my hand and official seal.

Beverly Bradley - 1130426-0
SIGNATURE OF NOTARY PUBLIC

Though the data below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual(s)
- Corporate Officer:
- Title(s) _____
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other: _____

DESCRIPTION OF ATTACHED DOCUMENT(S)

Type of Document _____

Bond #09266386

Number of Pages _____

2

Date of Document _____

November 3, 2017

Signer(s) Other Than Named Above _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
New Cingular Wireless PCS, LLC by AT&T Mobility Corporation its manager

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

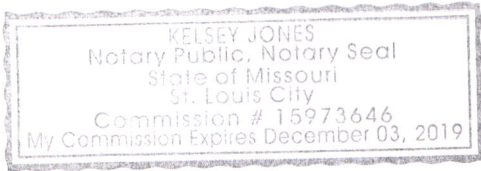
All-Purpose Certificate of Acknowledgment

State of Missouri
County of St. Louis }

On November 3, 2017 before me, Kelsey Jones
DATE NAME OF NOTARY PUBLIC

personally appeared Heidi A. Notheisen
NAME(S) OF SIGNER(S)

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



Witness my hand and official seal.

Kelsey Jones
SIGNATURE OF NOTARY PUBLIC

Though the data below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual(s)
- Corporate Officer:
- Title(s)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other:

DESCRIPTION OF ATTACHED DOCUMENT(S)

Type of Document
Bond #09266386
Number of Pages
2
Date of Document
November 3, 2017
Signer(s) Other Than Named Above

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Fidelity and Deposit Company of Maryland

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Pamela A. BEELMAN, Cynthia L. CHOREN, Heidi A. NOTHEISEN, Joann R. FRANK, Karen L. ROIDER, Debra C. SCHNEIDER, Sandra L. HAM and Brittany D. CLAVIN, all of St. Louis, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of April, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: 
Assistant Secretary
Joshua Lecker


Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 17th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

Attachment: TLA JFK PARK (2963) : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of November, 2017.



Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2017

A.11.a

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 have ADDITIONAL INSURED provisions or 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 Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com 018566-GAW-CRT-17-18	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202	INSURER A : Old Republic Insurance Company INSURER B : A(X)CA INSURER C : INSURER D : INSURER E : INSURER F :

APPROVED AS TO FORM
 DATE 12/8/17
 BY D-C-Z
 CITY ATTORNEY
 CITY OF MORENO VALLEY

COVERAGES **CERTIFICATE NUMBER:** CHI-008784469-02 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 310368	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 310367 MWZX 310369 (MI) (See Attached)	06/01/2017 06/01/2017	06/01/2018 06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 310370 00	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Workers' Compensation / Employers' Liability			MWX 310371 (OH-WA) See Second Page	06/01/2017	06/01/2018	EL Each Accident / EL Disease \$ 1,000,000 EL Disease-Policy Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: ATT Ref: CLV5638/ FA: 12844489 /Location: 15115 Indian Street, Moreno Valley, CA 92551

(See Additional Page)

CERTIFICATE HOLDER Moreno Valley Community Services District Attn: Tony Hetherman 14075 Frederick Street Moreno Valley, CA 92553	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--

© 1988-2016 ACORD CORPORATION. All rights reserved.

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

AGENCY CUSTOMER ID: 018566

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 310371 (OH-WA)
 Self-Insured Retentions
 OH & WA - \$500,000,000 (except Terrorism)
 OH & WA - \$600,000,000 Terrorism

Excess Automobile Liability - MWZX 310369 (MI)
 Combined Single Limit - \$1,000,000
 Self-Insured Retention - \$1,000,000

The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance. Waiver of Subrogation is provided for General Liability and Workers' Compensation as required by written contract and allowable by law.

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

THIS FORM APPLIES IN STATES WHICH USE: CA 00 01 (10-13)

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE**Name of Person(s) or Organization(s):**

All Persons or Organizations as required by Written Contract or Agreement or Any Persons or Organization to whom you have agreed to provide insurance in the absence of a written contract or agreement, and to whom you have issued a Certificate of Insurance.

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

With respect to **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 13

MWTB 310367 AT&T Inc. 06/01/2017 - 06/01/2018

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>All Persons or Organizations as Required by Written Contract or Agreement.</p> <p>In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.</p>	<p>The Locations as Specified in the Written Contracts or Agreements.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or

- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All Persons or Organizations as Required by Written Contract or Agreement. In no event shall the insurance provided exceed the scope of coverage or limits as required by said contract or agreement.	The Locations as Specified in the Written Contracts or Agreements.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AMENDMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

As respects any person(s) or organization(s) included as an additional insured and with whom you have agreed in a written contract, agreement or permit to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organization(s). In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

GL 739 042 0612

MWZY 310368

AT&T Inc.

06/01/2017 - 06/01/2018

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any Person or Organization for whom you perform work under a Written Contract that Requires you to obtain this Agreement.

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Attachment: TLA JFK PARK (2963 : TELECOMMUNICATIONS LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, FOR CELL

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

POLICY NUMBER: MWC 310370 00

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE: 06-01-17



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, P.E., Public Works Director/City Engineer

AGENDA DATE: February 6, 2018

TITLE: APPROVE THE FOURTH AMENDMENT TO AGREEMENT WITH MICHAEL BAKER INTERNATIONAL INC. FOR THE STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS PROJECT NO. 801 0052

RECOMMENDED ACTION

Recommendations:

1. Approve the Fourth Amendment to Agreement for Professional Consultant Services with Michael Baker International Inc. (formerly RBF Consulting) to provide additional Project Approval and Environmental Documentation (PA/ED) services for the State Route 60/Theodore Street Interchange Improvements project for \$1,030,027.36.
2. Authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Michael Baker International Inc.
3. Authorize a Change Order to increase the Purchase Order with Michael Baker International Inc. for the amount of \$1,030,027.36 when the Fourth Amendment has been signed by all parties.
4. Authorize the Chief Financial Officer to appropriate \$1,018,681.00 from the DIF - Interchange Improvement Fund (Fund 2911) to the DIF Interchange Improvement Capital Projects Fund (Fund 3311) for the State Route 60/Theodore Street Interchange Improvements project as set forth in the fiscal impact section of this report.

SUMMARY

This report recommends approval of the Fourth Amendment to Agreement for Professional Consultant Services with Michael Baker International Inc. (Michael Baker)

for additional Project Approval and Environmental Documentation (PA/ED) services. The major scope areas consist of environmentally clearing Eucalyptus Avenue alignment variations, incorporating a material borrow site, and updating the traffic analyses to meet current criteria and conditions. Undertaking these efforts during this PA/ED phase will result in a more flexible environmental document, more streamlined approvals, and substantial future cost savings. This project is currently funded by federal grant funds, Measure A funds as the local match for the grant, and DIF Interchange funds which were approved in the Fiscal Year (FY) 2017/18 - 2018/19 Capital Improvement Plan (CIP). Additional DIF Interchange funds are requested to complete the work.

DISCUSSION

At its June 2013 meeting, Riverside County Transportation Commission (RCTC) approved the 2013 Multi-Funding Call for Projects program. RCTC set aside funds for projects that were eligible for the PA/ED phase, in order to create “seed monies” for future construction projects. On September 10, 2013, City Council approved submittal of grant applications to RCTC and the City’s commitment to provide matching funds for projects selected through the program. The State Route 60 (SR-60)/Theodore PA/ED effort, for which a professional consultant services contract was awarded to Michael Baker by City Council on July 9, 2013 for the amount of \$1,750,183.00 was selected for funding. On January 8, 2014 the City received notification that RCTC would provide \$964,000.00 in STP grant funding with a 55% local match of \$1,178,000.00 for a total amount of \$2,142,000.00 for the PA/ED phase of the SR-60/Theodore Street Interchange Improvements project. The needed interchange improvements will correct existing geometric deficiencies, improve access, and reduce congestion for existing traffic volumes as well as forecasted increased traffic demands.

On April 8, 2014, the City Council accepted the STP grant award from RCTC and approved the First Amendment to Agreement for Michael Baker. In order to maximize the required total Federal and City combined authorization of \$2,142,000.00 (\$964,000.00 federal grant plus \$1,178,000.00 local match), and because approximately \$568,000.00 had been committed to be expended prior to federal authorization, the City approved the First Amendment to cover tasks that were estimated for a separate, later phase, but were eligible for funding. These tasks consisted of the following: bridge, drainage, geotechnical, and traffic technical reports; aesthetic and landscape studies; bridge site data collection and bridge type analysis; and pre-right-of-way activities. This strategy allowed the City to amend the scope of work with Michael Baker to maximize the amount of reimbursement dollars. Work on the First Amendment is in progress and is approximately 80% complete. Thirty-five technical reports were completed and reviewed by the City and Caltrans. A draft environmental document was completed and reviewed by City staff. During this time, the Second Amendment extended the contract expiration date and added new federal provisions. The Third Amendment, which did not include any monetary changes, further extended the contract expiration date.

As work progressed and project specific information was identified, the team realized

several opportunities to save time and costs. In addition, due to changes in requirements, recent City developments, and approvals of various regional and Caltrans documents that affected this project, the team identified needed updates to the project's studies and documents that will ultimately streamline approvals and be in conformance with recent changes. The Fourth Amendment proposes updates for three major reasons as described below.

The first scope element is studying Eucalyptus Avenue alignment variations that would tie-in to Theodore Street further south than the existing intersection. Benefits to the project are several: a steepening of the grade south of the freeway ramps will result in a lower street profile that will reduce the amount of fill material; providing increased distance between adjacent intersections will enhance safety, reduce queuing, and reduce interference with Caltrans operations at the freeway interchange; and reducing the amount of utility relocations in existing Eucalyptus Avenue will save money. Eucalyptus alignments would be studied as design variations rather than new alternatives in order to allow flexibility to select a preferred alternative that includes a variation.

The second scope element is the inclusion of a nearby material borrow site in the project documents for cost saving reasons. The Riverside County Department of Waste Resources manages the Badlands landfill located approximately 1.5 miles north of the project site. The landfill has active plans to expand, resulting in excess undisturbed dirt areas. The Department is expected to environmentally clear their expansion by late 2019, including completing multiple technical studies for the undisturbed dirt areas. The City and Department have coordinated extensively to understand the amount of material, logistics of removal, and timing. The Theodore project needs approximately 1.5 million cubic yards of material and the Department has at least that amount, which they have offered at a zero dollar material cost. The City's project would pay for transportation and other related costs. The project cost savings could be in the range of \$6 to \$8 million dollars. The benefits are many, including environmental study savings; reductions in cost, traffic, and air quality during construction; reduction in duration of construction; and environmental partnership.

The third scope element consists of updating the traffic analyses to meet current criteria and conditions. California Environmental Quality Act (CEQA) requires conformance with the latest Regional Transportation Plan (RTP). In 2016, Southern California Association of Governments (SCAG) adopted a new document with which this project must comply. In addition, Caltrans requires updates of the forecast years. The traffic analysis will also be updated to reflect the approval of the World Logistics Center, although the with/without scenarios were both studied in the original analysis. The benefits to the project are to align with CEQA requirements, streamline City and Caltrans reviews, and achieve faster approvals.

The Fourth Amendment cost is \$1,030,027.36. The revised contract total is \$3,315,222.36 (\$1,750,183.00 for the original Agreement, \$535,012.00 for the First Amendment, plus \$1,030,027.36 for the Fourth Amendment). It is estimated that the completion of this additional work now could result in approximately \$6 to \$9 million in

construction savings for this project.

Approval of the recommended actions would support Objective 4 of the Momentum MoVal Strategic Plan: “Manage and maximize Moreno Valley’s public Infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.”

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for the completion of the PA/ED phase.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will not allow the PA/ED phase of the project to be completed which inevitably will delay the timeliness and increase the cost of the needed improvements at the referenced interchange.*

FISCAL IMPACT

The STP grant is a fixed amount and provides for reimbursement of up to \$964,000.00. The grant requires local matching funds of minimum \$1,178,000.00 (55%). Matching funds were provided from Measure A. Additional funding is requested from DIF Interchange funds as additional Measure A funds are not available. DIF Interchange funds can be used for this location and activity. This location is the only interchange currently in the adopted City of Moreno Valley 2012 Impact Fee Study. The amount requested will cover the Fourth Amendment as well as project oversight by City staff. **There is no impact to the General Fund.**

Proposed Appropriation for Fiscal Year 2017/2018:

Category	Fund	GL Account Project Number	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	DIF Interchange Improvement	2911-99-95-92911-903311	EXP	\$278,872	\$1,018,681	\$1,297,553
CIP	DIF Interchange Improvement Capital Projects	3311-99-99-93311-802911	REV	\$278,872	\$1,018,681	\$1,297,553
CIP	DIF Interchange Improvement Capital Projects	3311-70-77-80001-720199 801 0052 70 77-3311-99	EXP	\$248,872 \$200,000	\$1,018,681 \$1,018,681	\$1,267,553 \$1,218,681

AVAILABLE BUDGET – FISCAL YEAR 2017/2018:

Capital Projects Grants Fund	
(Account No. 2301-70-77-80001) (Project No. 801 0052 70 77-2301)	\$ 617,488.31
Measure A Fund	
(Account No. 2001-70-77-80001) (Project No. 801 0052 70 77-2001)	\$ 497,982.26
DIF Interchange Improvements Capital Projects Fund	
(Account No. 3311-70-77-80001) (Project No. 801 0052 70 77-3311)	\$ <u>1,218,681.00</u>
Total FY 2017/2018 Project Budget	\$ 2,334,151.57

ESTIMATED REMAINING COST FOR PA&ED PHASE:

Planning and Design Consultant Costs.....	\$ 1,082,869.77
Additional Planning and Design Consultant Costs.....	\$ 1,030,027.36
Project Administration*	\$ 200,000.00
Total Estimated Cost.....	\$ <u>2,312,897.13</u>

**Includes City project administration, application fees, and other related miscellaneous costs.*

ANTICIPATED PROJECT SCHEDULE:

Complete PA&ED Phase.....October 2019

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Margery A. Lazarus
Senior Engineer, P.E.

Department Head Approval:
Michael L. Wolfe, P.E.
Public Works Director/City Engineer

Concurred By:
Henry Ngo, P.E.
Capital Projects 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.

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Fourth Amendment to Agreement with Michael Baker International Inc.

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/24/18 3:54 PM
City Attorney Approval	<u>✓ Approved</u>	1/24/18 5:25 PM
City Manager Approval	<u>✓ Approved</u>	1/25/18 6:00 PM

**FOURTH AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
SR-60/THEODORE STREET INTERCHANGE IMPROVEMENTS
PROJECT NO. 801 0052 70 77**

This Fourth Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **Michael Baker International Inc**, a Pennsylvania corporation, hereinafter referred to as "Consultant." This Fourth 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 for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated July 15, 2013.

Whereas, the Consultant is providing consultant Project Approval and Environmental Documentation Services for **STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS**.

Whereas, the Agreement was amended to expand the scope of the work to be performed by the Consultant in the First Amendment and is incorporated herein by this reference.

Whereas, the Agreement was amended to include supplemental conditions required per Caltrans as is more particularly described in Section 1 of the Second Amendment and is incorporated herein by this reference.

Whereas, the Agreement was amended to extend the termination date from December 31, 2017 to December 31, 2020 in the Third Amendment and is incorporated herein by this reference.

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0052 70 77**

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of **December 31, 2020** is not extended by this Amendment.

1.2 The total "Not to Exceed" fee for this contract is \$3,315,222.36 (\$1,750,183.00 for the original Agreement plus \$535,012.00 for the First Amendment, \$0 for the Second Amendment, \$0 for the Third Amendment, and \$1,030,027.36 for the Fourth Amendment).

1.3 Exhibit "B" (Scope of Services) to the Original Agreement is hereby amended by adding to the scope of work section described in Exhibit "A".

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$3,315,220.36** in accordance with the payment terms provided in Exhibit "D", attached hereto and incorporated herein by this reference.

1.5 The Agreement is hereby amended by adding the supplemental conditions described in "Exhibit A" – Second Amendment," entitled "City of Moreno Valley Caltrans Consultant Supplementary General Conditions" described in Exhibit G.

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

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0052 70 77**

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

City of Moreno Valley

Michael Baker International Inc.

BY: _____
Thomas M. DeSantis, City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

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

City Attorney

Date
RECOMMENDED FOR APPROVAL:
Public Works Director/City Engineer

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

Michael Baker

INTERNATIONAL

We Make a Difference

January 17, 2018

Ms. Margery Lazarus, P.E.
City of Moreno Valley
 Capital Projects Division
 14177 Frederick Street
 Moreno Valley, CA 92553

Subject: Contract Amendment No. 4 for Professional Consultant Services for the State Route 60/Theodore Street Interchange Improvements Project No. 801 0052 70 77

Dear Ms. Margery Lazarus:

The City of Moreno Valley recently revised the scope of the SR-60/Theodore Street Interchange Improvement Project (Project) No. 801 0052 70 77. The Project is in the Project Approval and Environmental Document (PA/ED) phase of the Caltrans project development process to reconstruct the interchange. The Project is currently evaluating two (2) build alternatives (Alternative 2 and Alternative 6) and a no-build alternative. The revised scope includes the following three (3) new project features: Eucalyptus Avenue re-alignment as design variations, and updated traffic analysis, and the inclusion of a mandatory borrow site.

Eucalyptus Avenue Re-Alignment Description: It is proposed to shift the intersection of Theodore Street and Eucalyptus Avenue south by approximately 900-ft. The shift would re-align Eucalyptus Avenue for approximately 2,500-ft west of Theodore Street. The re-alignment would be carried forward as a design variation for both build alternatives (Alternative 2 and Alternative 6). It was concurred by Caltrans that a design variation would not need to be selected at the time a preferred alternative is selected, allowing for flexibility throughout PA/ED.

Eucalyptus Avenue Re-Alignment Benefit: The re-alignment of Eucalyptus Avenue will provide the project with several benefits: reduce the vertical distance between the proposed roadway and the existing roadway, reduce the amount of import material, allow for a smoother profile at each intersection, reduce the complexity of the utility relocations, allow the team to compare the re-alignment design variation to the alternative with the original geometry, allow for greater distance between intersections, and reduce approach speeds from Eucalyptus Avenue. These benefits would improve safety, and would streamline approvals leading to time savings. Approximately \$500,000 of savings is predicted in import material, and additional analysis will be completed to identify the construction costs savings and right of way savings associated with the Eucalyptus Avenue re-alignment.

Updated Traffic Analysis Description: The original Traffic Impact Assessment (TIA) was approved in February 2015, however, additional information has developed within the last few years. The additional information and developments result in the need for an update traffic analysis. The original TIA analyzed six (6) build alternatives. At the time of the initiation and approval of the TIA, the Moreno Highland Specific Plan (MHSP) was the current land use designation, and the World Logistics Center (WLC) Specific Plan was in the planning phase. As such, land use assumptions from the WLC Specific Plan were included in the TIA as a sensitivity analysis in addition to the land use assumptions for the MHSP. Furthermore, at the time of the initiation and approval of the TIA, the background assumptions from the SCAG 2012 RTP/SCS were most current, but have since been superseded with the 2016 RTP/SCS. The original TIA evaluated the existing year (2013), opening year (2020), and horizon year (2040). Traffic counts for the

INTERNATIONAL

original TIA were collected in early 2013, and are considered accurate for approximately three-years from the date of data collection. Additionally, it is general Caltrans policy that the opening year forecasts, and the 20-year horizon year remain consistent with the project schedule. The traffic analysis will be re-evaluated in an updated TIA to update the opening year to 2025 and the horizon year to 2045. As a result, additional counts were conducted in 2017 in preparation of updating the TIA. The updated TIA will also use the background assumptions from the SCAG 2016 RTP/SCS, thereby complying to CEQA requirement. The updated TIA will take advantage of several efficiencies. Most notably, the MHSP no longer needs to be evaluated because the WLC Specific Plan has been approved and replaces the MHSP land use designations. Additionally, the updated TIA will focus on the two (2) build alternatives as selected by the Project Development Team (PDT) to be evaluated in PA/ED, which eliminates the need for analysis of the other four (4) build alternatives. Furthermore, the design variations associated with the Eucalyptus Avenue re-alignment will use the same turning movements as the original alternative configuration, and therefore do not need to be studied as separate alternatives in the updated TIA.

Updated Traffic Analysis Benefit: An updated TIA will provide the Project with several benefits: update to CEQA requirements by including background assumptions from the 2016 RTP/SCS, include current traffic counts that account for changes in nearby development, reduce the number of build alternatives analyzed to be consistent with the PDT decisions, remove the MHSP land use assumptions, and provide consistency with the updated project schedule to support the environmental and engineering technical studies for PA/ED approval. The efficiencies planned for the updated TIA will streamline future reviews, and achieve approvals faster than the original TIA.

Mandatory Borrow Site Description: Due to the existing vertical constraints at the interchange, the Project proposes to raise Theodore Street. The largest vertical difference between the existing roadbed and the proposed profile is 30-ft. This vertical difference results in the need for approximately 1.5 million cubic yards of import material. The Riverside County Department of Waste Resources manages the Badlands Landfill, located approximately 1.5 miles north of the Project site. The Badlands Landfill has plans to expand their facility, and to do so, they have excess dirt (undisturbed material) in need of removal. The Riverside County Department of Waste Resources is currently environmentally clearing their facility for expansion, and is almost done with their associated environmental studies. The studies include a Jurisdictional Delineation, biological studies, coordination with resource agencies and the Regional Conservation Authority, and a Determination of Biologically Equivalence or Superior Preservation (DBESP). The Riverside County Department of Waste Resources plans to have CEQA environmental clearance for their facility expansion prior to CEQA and NEPA environmental clearance of the Proposed project.

Additionally, initial coordination with the Riverside County Department of Waste Resources confirmed they have the quantity of material required for the proposed Project (1.5 million cubic yards of dirt), and offered the dirt to the City of Moreno Valley at no cost for the material. There are costs associated with designating a mandatory borrow site and hauling the dirt that will be evaluated during PA/ED. As a result, the City of Moreno Valley plans to establish a mandatory borrow site for the proposed Project. It is assumed that the environmental clearance for the dirt excavated will be accomplished by the Riverside County Department of Waste Resources CEQA environmental clearance, anticipated for late-2019. It is anticipated that the inclusion of a mandatory borrow site for the proposed Project involves addressing the haul route and location of the mandatory borrow site in the Project description, and updating all technical studies to account for the removal and transport of fill material via the haul route. Additionally, the project team will further understand and confirm the costs associated with hauling the dirt from the Badlands Landfill to the Project site, as well as the maintenance costs required per the request of Riverside County Department of Waste Resources. Several focus meetings, field surveys,

I N T E R N A T I O N A L

materials testing, temporary construction easements, haul route paving, public outreach, report revisions, Surface Mining and Reclamation Act (SMARA) compliance/exclusion confirmation, and inclusion in the environmental document is anticipated as part of this level of effort. It is assumed that SMARA compliance/exclusion would be deferred to final design. The level of effort and costs associated to identify a mandatory borrow site are included in the attached scope and fee.

Mandatory Borrow Site Benefit: Inclusion of a mandatory borrow site will provide the Project with several benefits: lower construction costs by approximately \$7 million, potential reductions in air quality, potential reductions in construction duration, and mutual support between Riverside County Department of Waste Resources and the City of Moreno Valley. Additionally, utilizing Riverside County Department of Waste Resources' environmental clearance will result in substantial time and resource savings for the Project.

In response to the revised scope of the project, Michael Baker International (Michael Baker) has developed the attached scope of work to complete the PA/ED phase of the Project with the abovementioned project features. The attached fees were developed to identify the costs associated with the project features. One scope and fee was prepared for the Eucalyptus Avenue realignment (and includes the updated TIA) and one scope and fee was prepared for inclusion of the mandatory borrow site.

Notes associated with the Contract Amendment No. 4 are as follows:

- There are efficiencies when the project features are incorporated concurrently. Therefore, if one project feature does not advance entirely through PA/ED, the scope and fees attached will be revised.
- If all project features are not incorporated into the project concurrently, a separate scope and fee will be prepared to cover items that have either expired, or are required, for PA/ED.
- In general, tasks that are associated with both design features were split 80% (Eucalyptus Avenue re-alignment) and 20% (mandatory borrow site) on the attached scope and fees.
- Amendment No 4 proposes to re-allocate funds that were initially designated for PS&E (as established in Amendment No. 1). Re-allocated tasks are identified in the attached scopes.
- The attached scope and fees account for the growth of project footprint. The original contract identified nine (9) affected parcels. As the geometrics developed, the parcel count increased to 76.
- The project was placed on hold beginning in May 2016. At that time, approximately half of the technical studies were approved. The other half of the technical studies were under review, and within three months, all outstanding comments were received on the technical studies. The comments and the un-approved studies were then placed on hold.
- The following changes related to nearby development, existing conditions, or standards have occurred since the original project contract was executed:
 - ALDI opens their western regional headquarters and distribution center (2015)
 - The Theodore Street overcrossing structure was stuck by an excavator resulting in the closure of Theodore Street (January 2015)
 - The PSR-PDS for SR-60/Redlands Boulevard was approved (June 2015)
 - World Logistics Center was approved (August 2015)
 - Highland Fairview Skechers Retail Store Expansion Project construction (late-2015)
 - SCAG approved the 2016 Regional Transportation Plan/Sustainable Communities Strategy (April 2016)
 - Caltrans completed an SR-60 Feasibility Study (Spring 2016)

I N T E R N A T I O N A L

- Caltrans updated the Highway Design Manual (December 2016 and November 2017)
- Caltrans updated the IS/EA Annotated Outline (August 2017)
- The SR-60 Truck Climbing Lanes project completed the environmental document (June 2017)
- SR-60/Theodore Street Interchange on TUMF Network (indicating the interchange is eligible for future funds) (July 2017)
- Caltrans updated the CEQA Checklist (August 2017)
- Caltrans updated the CE/CE Form (September 2017)
- Completed three rounds of federal grant requests (FASTLANE and INFRA Grants) (October 2017)
- Highland Fairview Corporate Park Phase II – Skechers Expansion Project design initiated (Fall 2017)
- US Census Bureau updated the 2012-2016 American Community Survey data set (December 2017)
- Additional updated environmental templates on the SER website (varies)
- For project history, the following original contract and amendments have been executed:
 - Original project contract – July 2013
 - Amendment #1 - May 2014
 - Amendment #2 - October 2016
 - Amendment #3 - December 2017 (Time extension)

Amendment #2 proposed minor adjustments to the milestone schedule to comply with Caltrans requirements for invoicing. To be consistent with Amendment #2, it is proposed that the following adjustments are made to more accurately align tasks with milestones.

- Move Task 1.9 (Construction Phasing Plan) from Milestone 1.1 (Support for Draft Project Report) to Milestone 2.0 (Preliminary Engineering Studies)
- Separate Milestone 4.0 (Prepare and Circulate Draft Environmental Document) into 4.0 (Support for Draft Environmental Document) and 4.1 (Circulate Draft Environmental Document)

Amendment No 4:

Eucalyptus Ave re-alignment	\$ 1,096,508
Update Traffic Impact Assessment	\$ 165,517
Mandatory Borrow Site	\$ 127,190
Re-allocation of existing contract budget	\$ -359,008
Total Request for Amendment No 4	\$ 1,030,207

Please feel free to call me if you have any questions.

Respectfully,

Rebecca M. Young, PE

Project Manager / Associate

909/974-4976 | ryoung@mbakerintl.com

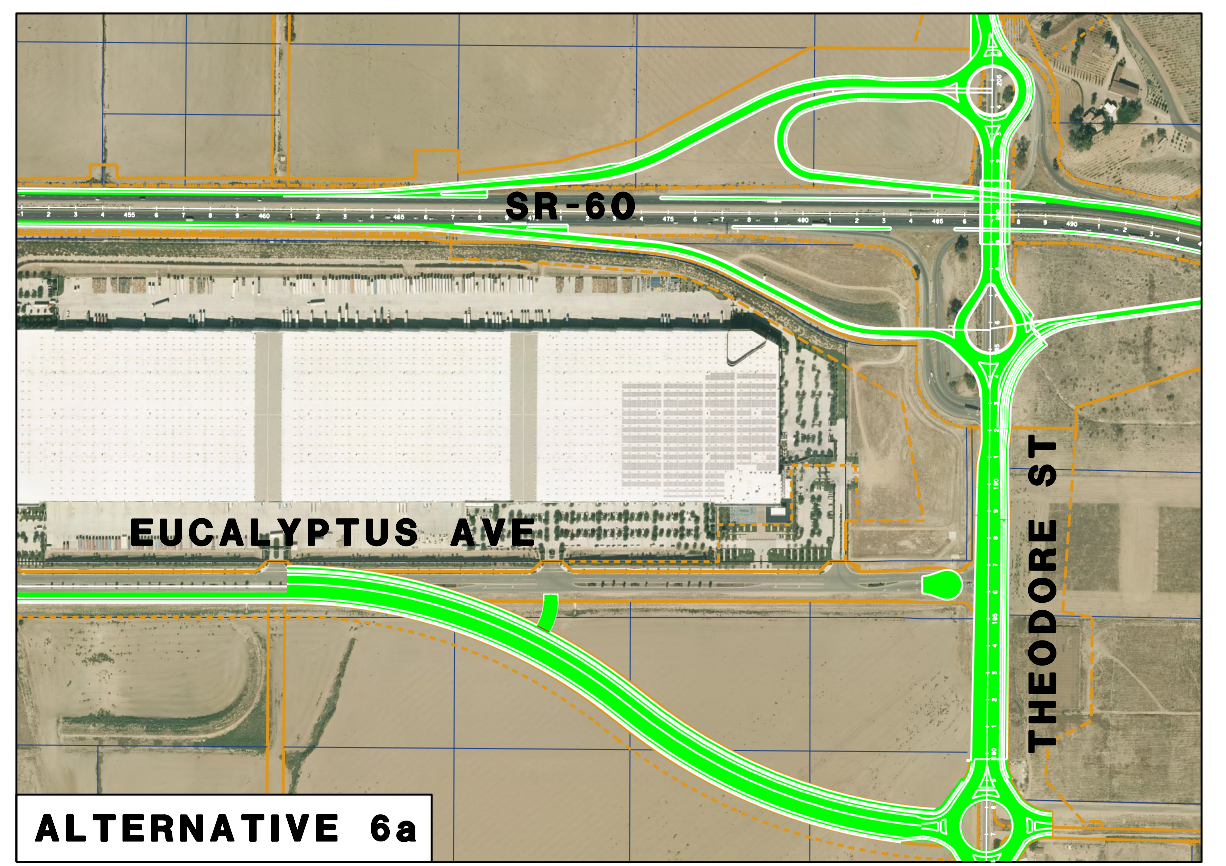
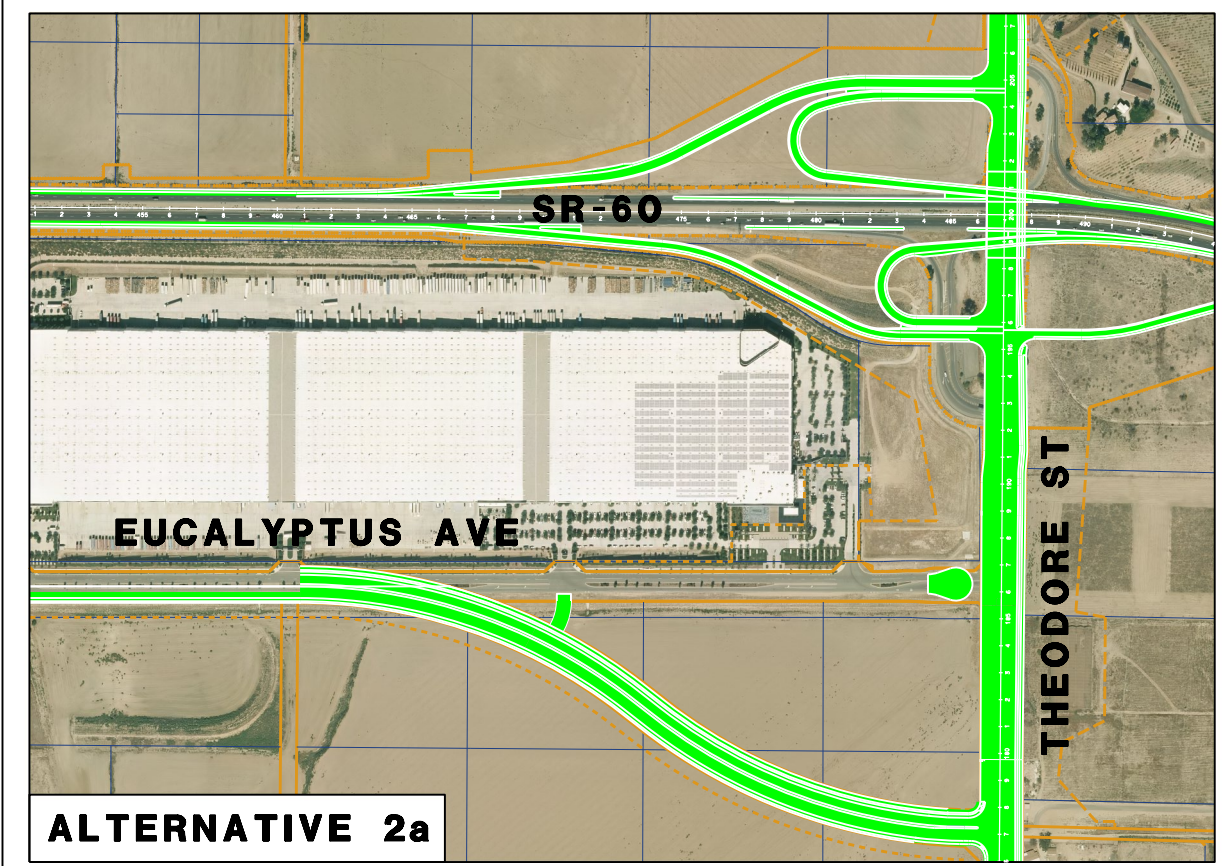
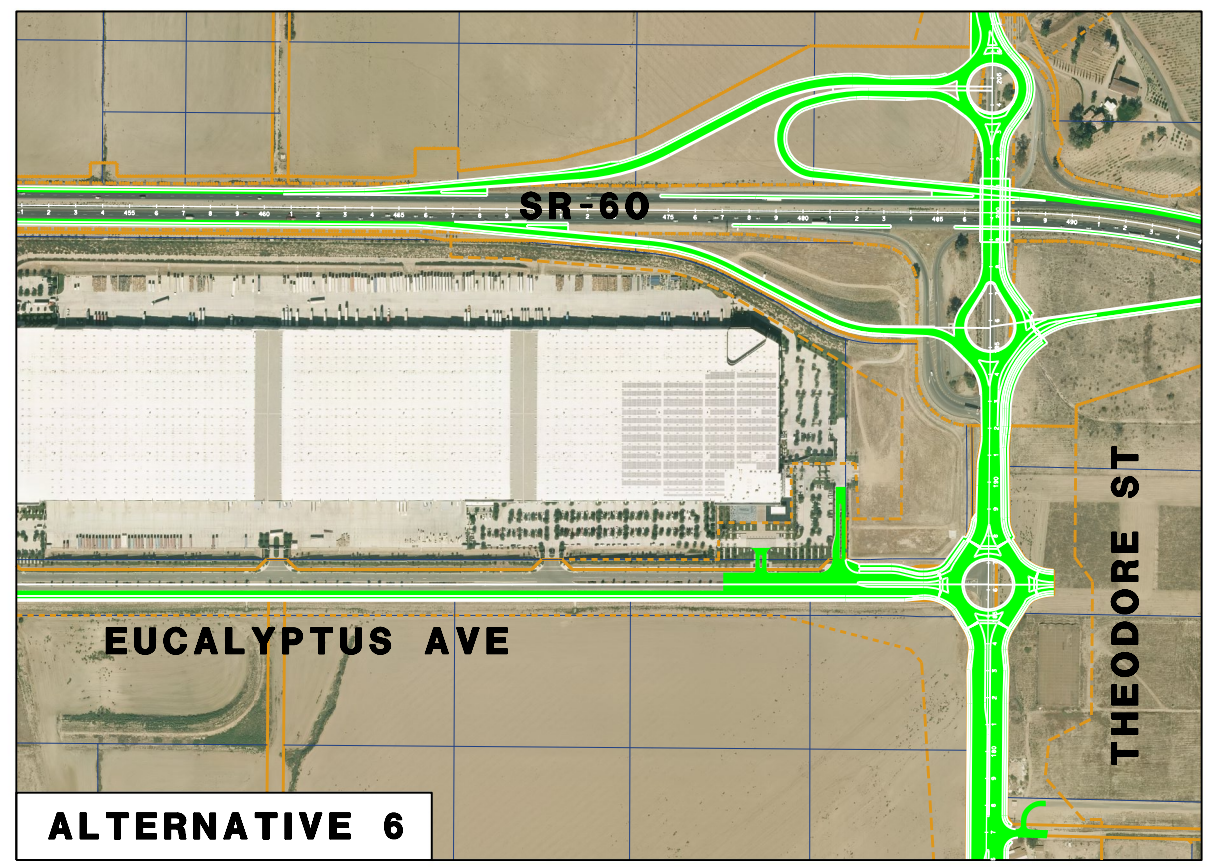
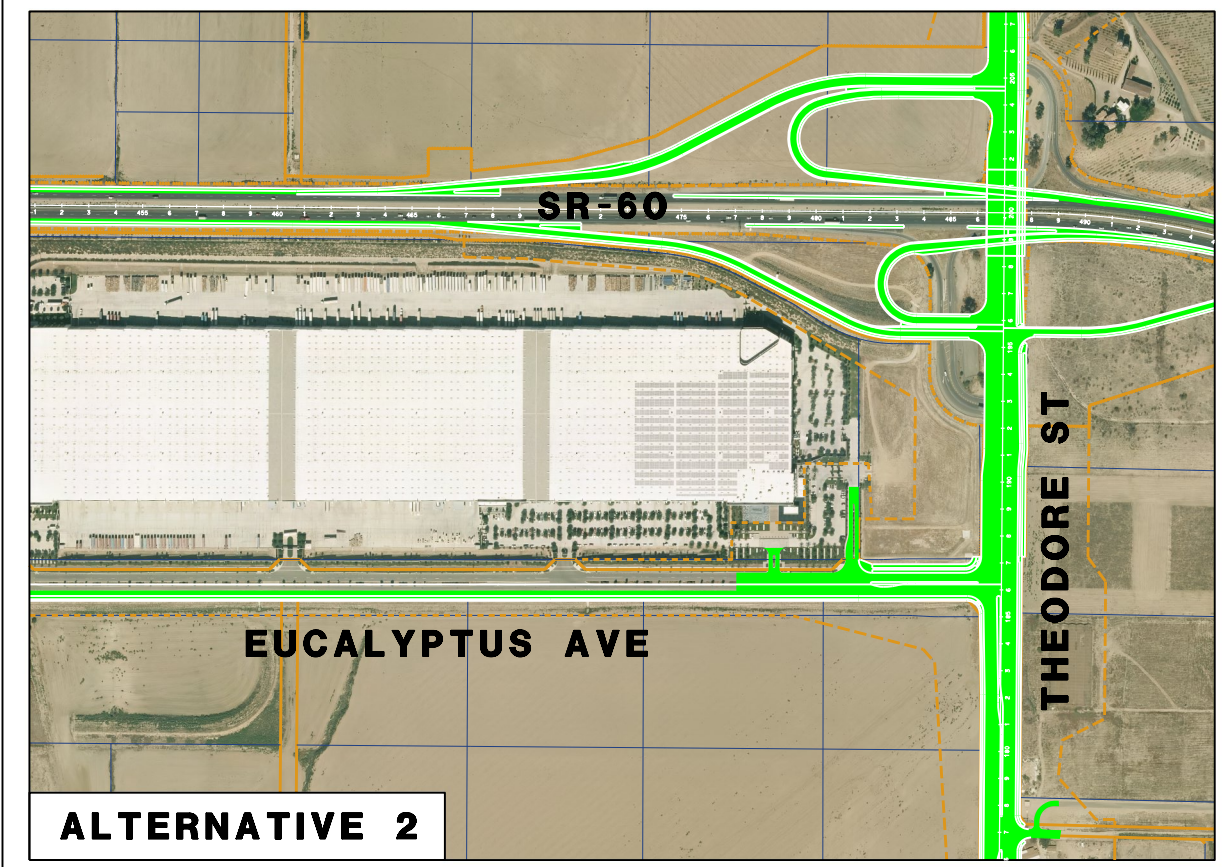
Darin Johnson, PE

Principal / Vice President

909/974-4927 | DARINJ@mbakerintl.com

List Attachments: Alternative and Design Variation Exhibit
 Amendment No 4a Cost Proposal and Scope of Work for Eucalyptus Avenue Re-alignment
 Amendment No 4b Cost Proposal and Scope of Work for Mandatory Borrow Site
 Amendment No 4 Subconsultant's Scope of Work and Fee

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

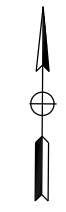


NOTE: FOR DISCUSSION PURPOSES ONLY.
LINEWORK IS ASSUMED UNTIL FURTHER STUDIED.

SR-60/THEODORE STREET INTERCHANGE PROJECT

**DESIGN VARIATIONS
JULY 2016**

NO SCALE



Task Description		Total Estimate Fee (Amendment No. 4a)
PHASE 1C - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT		
1.0C	Draft Project Report Approved by Caltrans	\$ 272,397
	1.1C Task Management and Meetings	\$ 15,585
	1.2C Project Scoping	\$ 23,810
	1.3C Project Scheduling	\$ 9,644
	1.4C Project Funding Support	\$ -
	1.5C Geometric Alternatives Analysis	\$ 34,522
	1.6C Traffic Analysis and Study	\$ 165,517
	1.7C Obtain Right of Entry	\$ 6,549
	1.8C Selection of Locally Preferred Alternative	\$ -
	1.9C Construction Phasing Plan	\$ 11,058
	1.10C Draft Project Report	\$ 5,713
2.0C	Preliminary Engineering Studies Approved by Caltrans	\$ 379,918
	2.1C Task Management and Meetings	\$ 20,280
	2.2C Geometric Plans for Project Alternatives	\$ 145,600
	2.3C Drainage Assessment	\$ 42,524
	2.4C Storm Water Data Report	\$ 29,112
	2.5C Conceptual Stage Construction Plan	\$ -
	2.6C Preliminary Transportation Management Plan Data Sheet	\$ 6,201
	2.7C Utility Assessment	\$ 17,374
	2.8C Right of Way Data Sheets	\$ 12,271
	2.9C Life Cycle Cost Analysis	\$ 21,971
	2.10C Preliminary Geotechnical Investigations and Evaluation	\$ 56,072
	2.14C Preliminary Cost Estimates	\$ 13,864
	2.15C ICE Workshop	\$ 14,648
3.0C	Fact Sheets for Exceptions to Design Standards Approved by Caltrans	\$ -
4.0C	Prepare and Circulate Draft Environmental Document	\$ 391,864
	4.1C Task Management and Meetings	\$ 61,046
	4.2C Area of Potential Effects (APE) Map	\$ 29,038
	4.3C Water Quality Assessment Report (WQAR)	\$ 6,700
	4.4C Noise Study Report	\$ 28,708
	4.5C Noise Abatement Decision Report (NADR)	\$ 14,370
	4.6C Visual Impact Assessment (VIA)	\$ 22,988
	4.7C Farmland Technical Memorandum	\$ 4,121
	4.8C Draft Relocation Impact Statement (DRIS)	\$ 3,031
	4.9C Air Quality Analysis Report (AQA)	\$ 13,689
	4.10C Paleontological Identification/Paleontological Eval Rpt (PIR/PER)	\$ 3,826
	4.11C Archaeological Survey Report (ASR)/HPSR/HER	\$ 38,134
	4.13C Natural Environment Study (NES)	\$ 22,764
	4.14C CE/CE for Geotech Borings	\$ 21,803
	4.15C Screencheck Draft IS/EA	\$ 52,776
	4.16C Draft IS/EA	\$ 25,420
	4.17C Obtain Approval to Circulate	\$ -
	4.18C Circulate Draft IS/EA	\$ -
	4.19C Community Impacts Assessment	\$ 43,450

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

Task Description		Total Estimate Fee (Amendment No. 4a)
5.0C	Public Meetings and Outreach Conducted	\$ 17,990
5.1C	Public Outreach Support and Public Meetings	\$ 17,990
6.0C	Prepare Final Env Document, Final Project Report and Obtain Env Clr	\$ 20,751
6.1C	Task Management and Meetings	\$ 11,906
6.2C	Prepare Response to Comments Matrix	\$ 6,721
6.3C	Select Preferred Project Alternative	\$ 1,442
6.5C	Final Environmental Document	\$ 681
7.0C	Environmental Mitigation Negotiation and Permitting Complete	\$ -
8.0C	Geometric Approval Drawings Complete and Approved by Caltrans	\$ 24,958
8.1C	Geometric Approval Drawings	\$ 24,958
9.0C	Design Mapping and Surveys Complete Approved by Caltrans	\$ -
9.1C	Photogrammetric Surveys	\$ -
9.2C	Preliminary Right of Way Mapping	\$ -
9.3C	Land Net Mapping and Surveys / Pre-Con Record of Survey	\$ -
10.0C	Other Services Directed by the City	\$ -
10.1C	Update Federal Funding Documentation	\$ -
10.2C	FASTLANE Funding Documentation	\$ -
12.0C	65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E	\$ -
15.0C	Right of Way Legal/Plats and Appraisal Maps Complete	\$ -
OTHER DIRECT COSTS FOR PHASE 1C		\$ 154,146
C	Reproduction & Mileage	\$ 102,746
C	Other Direct Costs	\$ 51,400
PHASE 1 SUBTOTAL:		\$ 1,262,025

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

**SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase**

Scope of Work Amendment No. 4a

Design Variations for Eucalyptus Avenue Re-Alignment and Traffic Update
January 2018

PHASE 1C – PROJECT REPORT AND ENVIRONMENTAL DOCUMENT 1

1.0C Draft Project Report Approved by Caltrans 1

1.1C Task Management and Meetings..... 1

1.2C Project Scoping 1

1.3C Project Scheduling 2

1.5C Geometric Alternatives Analysis 2

1.6C Traffic Analysis and Study 2

1.7C Obtain Right of Entries..... 4

1.8C Selection of Locally Preferred Alternative 4

1.9C Construction Phasing Plan 4

1.10C Draft Project Report..... 5

2.0C Preliminary Engineering Studies Approved by Caltrans 5

2.1C Task Management and Meetings..... 5

2.2C Geometric Plans for Project Alternatives..... 5

2.3C Drainage Assessment..... 7

2.4C Storm Water Data Report 7

2.6C Preliminary Transportation Management Plan Data Sheet..... 7

2.7C Utility Assessment..... 8

2.8C Right of Way Data Sheets..... 8

2.9C Life Cycle Cost Analysis 8

2.10C Preliminary Geotechnical Investigations and Evaluation..... 8

2.14C Preliminary Cost Estimates 9

2.15C Intersection Control Evaluation 9

4.0C Prepare and Circulate Draft Environmental Document..... 10

4.1C Task Management and Meetings..... 10

4.2C Area of Potential Effects (APE) Map 10

4.3C Water Quality Assessment Report (WQAR)..... 10

4.4C Noise Study Report 10

4.5C Noise Abatement Decision Report (NADR)..... 10

4.6C Visual Impact Assessment (VIA)..... 11

4.7C Farmland Technical Memorandum..... 11

4.8C Draft Relocation Impact Statement (DRIS) 11

4.9C Air Quality Analysis Report (AQA)..... 11

4.10C Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER) 11

4.11C Archaeological Survey Report (ASR)/Historical Property Survey Report (HPSR)/Historical Evaluation Report (HER)..... 11

4.12C Jurisdictional Delineation Report..... 12

4.13C Natural Environment Study (NES)..... 12

4.14C Categorical Exemption/Categorical Exclusion for Geotechnical Borings..... 12

4.15C Screencheck Draft IS/EA..... 15

4.16C Draft Initial Study (IS) / Environmental Assessment (EA) 15

4.17C Obtain Approval to Circulate 15

4.19C Community Impacts Assessment (CIA) 15

5.0C Public Meetings and Outreach Conducted 15

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

5.1C Public Outreach Support and Public Meetings 15

6.0C Prepare Final Environmental Document, Final Project Report and Obtain Environmental Clearance 15

6.1C Task Management and Meetings..... 16

8.1C Geometric Approval Drawings..... 16

12.0C 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E 16

12.3C Landscape and Aesthetic Plan..... 16

12.4C Bridge Site Data Submittal 16

12.5C Bridge Type Selection..... 16

12.6C Storm Water Data Report 16

12.7C Drainage Report 16

12.8C Transportation Management Plan Data Sheet 17

12.9C Geotechnical Design and Reports 17

15.0C Right of Way Legal / Plats and Appraisal Maps Complete..... 17

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

**SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase**

Scope of Work Amendment No. 4a

Design Variations for Eucalyptus Avenue Re-Alignment and Traffic Update
January 2018

PHASE 1C – PROJECT REPORT AND ENVIRONMENTAL DOCUMENT

The scope of work below supplements the original Contract Project No. 801 0052 70 77 (Phase 1/1A) dated July 16, 2013, Amendment No. 1 (Phase 1B) dated May 19, 2014, and Amendment No. 2 dated August 25, 2016. The scope of work below outlines the tasks necessary to complete PA/ED for the SR-60/Theodore Street Interchange improvement project for Michael Baker International and its consultants (CONSULTANT). The tasks contained in this scope of work outline tasks associated with the following project revision:

Eucalyptus Avenue Design Variations: Based on the project vertical profile and roadway circulation, Eucalyptus Avenue may be re-aligned to join Theodore Street approximately 900-feet south of its current location. Based on discussions with the City of Moreno Valley (CITY) and the California Department of Transportation (CALTRANS), it is assumed the re-alignment of Eucalyptus Avenue will be documented as a Design Variation, and not a separate alternative. As a result, Design Variations for each build alternative are to be included in the proposed project, and will be identified as Alternative 2a and Alternative 6a. For reference, Alternative 2 and Alternative 6 were chosen as the build alternatives by the PDT (on January 6, 2015) for study throughout PA/ED. It is assumed that a Design Variation does not need to be selected or rejected at the same time a preferred alternative is selected (Based on preliminary discussion at a PDT meeting on June 7, 2016). It is assumed that a Design Variation can be accepted or rejected after the PA/ED phase.

1.0C Draft Project Report Approved by Caltrans

1.1C Task Management and Meetings

It is anticipated that two (2) focused meetings will be scheduled with the CITY and Caltrans. CONSULTANT will attend and participate in two (2) monthly PDT meetings and two (2) monthly City Trend meetings. It is assumed that developers will be invited to the monthly City Trend meetings, and that separate meetings outside the monthly PDT meetings or City Trend meetings are not anticipated.

Deliverables:

- Attend an additional two (2) PDT meetings, prepare meeting minutes
- Attend two (2) City Trend meetings, prepare meeting minutes
- Attendance at two (2) Caltrans focused meetings

1.2C Project Scoping

CONSULTANT will coordinate and attend two (2) project scoping meetings with the CITY and CALTRANS. The purposes of the project scoping meetings are to understand the CITY's intent and to introduce the project changes to CALTRANS. CONSULTANT will prepare materials for the meetings and document correspondences with the CITY, and CALTRANS.

Environmental and Engineering scoping matrices will be developed. The scoping matrices will identify the necessary revisions to technical studies as a result of the

Eucalyptus Avenue Design Variations. The scoping matrices will be reviewed by the CITY and CALTRANS.

Deliverables:

- Environmental Scoping Matrix
- Engineering Scoping Matrix
- Attend two (2) project scoping meetings

1.3C Project Scheduling

CONSULTANT will update the project schedule and attend one (1) project scheduling meeting with the CITY and CALTRANS.

1.5C Geometric Alternatives Analysis

CONSULTANT will prepare preliminary horizontal geometrics for two (2) additional Design Variations. The following two (2) Design Variations will be evaluated, and preliminary horizontals will be developed:

- Design Variation 2a – Modified Partial Cloverleaf Interchange with the intersection of Eucalyptus Avenue and Theodore Street located approximately 900-feet south of its current location
- Design Variation 6a – Modified Partial Cloverleaf Interchange with Roundabouts with the intersection of Eucalyptus Avenue and Theodore Street located approximately 900-feet south of its current location

Deliverable:

- Preliminary horizontal geometrics for Design Variation 2a
- Preliminary horizontal geometrics for Design Variation 6a

1.6C Traffic Analysis and Study

Ramp and Interchange Closure Study

CONSULTANT will update the Ramp Closure Study and Interchange Closure Study based on the revised project description, and updated project exhibits. The studies will evaluate the benefit and differences between the alternatives and design variations. The deliverable will include information required to be presented to the Headquarters Lane Closure Review Committee Review, which includes Conceptual Construction Staging Exhibits (prepared as part of Task 2.5C), the Transportation Management Plan (prepared as part of Task 2.6C), the Lane Closure Request Form and Traffic Signal Warrant Worksheets. Participation and attendance at a Lane Closure Review Committee meeting is anticipated prior to approval of the interchange closure.

Forecast Validation Technical Memorandum

CONSULTANT will prepare a Forecast Validation Memorandum that will evaluate the traffic forecast data to determine if the 2013 existing conditions data approved in the approved Traffic Impact Analysis can be considered representative of current (2017) existing conditions, and if the 2017 Opening Year forecasts approved in the approved Traffic Impact Analysis can be considered as representative of 2025 Opening Year conditions. Linear extrapolation will be used to analyze the current volumes. Additional

counts will be obtained for the same locations as described in the approved Traffic Impact Analysis study for the Forecast Validation Technical Memorandum. Results of the Forecast Validation Technical Memorandum indicate that new forecasts are required based on the updated traffic counts and updates to the regional model. The new traffic forecasts and Traffic Impact Analysis Report is described below.

New VISSIM analysis for design variations 2a and 6a are excluded from this scope of work.

Traffic Impact Analysis Report

As per the analysis in the above task (Forecast Validation Technical Memorandum), CONSULTANT will update the traffic analysis and update the Traffic Impact Analysis report for the SR-60/Theodore Interchange in conformance with Caltrans guidelines that will cover the same intersections, freeway sections and ramps as analyzed in the previously approve TIA. The opening date of the SR-60/Theodore Interchange is being shifted from 2022 to 2025, and the horizon/design year shifted from 2040 to 2045. The study years will therefore be 2017, 2025, and 2045.

While the previous analysis was a suitable basis for selecting from various design alternatives, it cannot also be used for completion of the environmental compliance documentation because:

- A comparison of 2017 traffic counts to 2013 counts in the vicinity of the project (performed as part of task 1.6C (2) above) found that the percentage changes in volumes exceeded the 10% threshold within which an “Existing Conditions” analysis can be considered to remain valid.
- CEQA requires that the background assumptions for future-year scenarios be based either on an adopted plan or be based on a list of existing, known, or reasonably foreseeable projects. The earlier analysis used background assumptions from the SCAG 2012 RTP/SCS, which is no longer an adopted plan (since it has been superseded by the 2016 RTP/SCS). Hence, the passage of time has also rendered the previous future conditions analyses unusable for CEQA purposes.

Re-doing the entire previous traffic study is not required because:

- The original traffic impact analysis used two sets of land use and road network assumptions, namely those associated with the Moreno Highlands Specific Plan and those associated with the World Logistics Center, which at the time was under study but not yet adopted. Now that the World Logistics Center has been approved by the City, no further analysis of the Moreno Highlands Specific Plan will be needed. Thus, only one set of traffic forecasts, based on the World Logistics Center, will be used going forward.
- Of the seven build alternatives studied in the original traffic impact analysis only Alternative 2 and Alternative 6 remains under consideration. No further analysis will be needed of the other four build alternatives. Furthermore, any design variations, such as different configurations for the Theodore/Eucalyptus intersection, will use the same turning movement volumes as the base case analysis.

Deliverables:

- Lane Closure Review Committee Meeting Attendance
- Forecast Validation Technical Memorandum
- Traffic Impact Analysis Report

1.7C Obtain Right of Entries

CONSULTANT will obtain right of entries for up to 70 affected parcels associated with the Eucalyptus Avenue re-alignment to support environmental and engineering studies. Right of Entries will be requested for 18 months.

CONSULTANT will obtain a CITY encroachment permit for access to CITY owned property. CITY encroachment permit extension will be obtained as required throughout PA/ED.

CONSULTANT will obtain a CALTRANS encroachment permit for access to CALTRANS owned property. COUNTY encroachment permit extensions will be obtains as required throughout PA/ED.

Deliverables:

- Right of Entry for 70 affected parcels
- City Encroachment Permit
- City Encroachment Permit Extensions

1.8C Selection of Locally Preferred Alternative

The original scope from Contract Project No. 801 0052 70 77 dated July 16, 2013, was intended for a selection of a Locally Preferred Alternative before circulation of the Draft IS/EA. Based on the current project status, a Locally Preferred Alternative will not be selected prior to circulation of the Draft IS/EA.

Corresponding fees will be reallocated to remaining tasks.

1.9C Construction Phasing Plan

CONSULTANT will prepare one (1) additional Construction Phasing Plan to determine construction phasing based upon the additional Eucalyptus Avenue Design Variations. Design Variation 2a will be identified as the representative design variation in the Construction Phasing Plan because of the wider roadway width and additional ramp. The lower profile associated with the Eucalyptus Avenue re-alignment is expected to minimize the amount of import material required, and allows the ability to phase the construct of the Eucalyptus Avenue/Theodore Street intersection prior to the interchange ramps.

No revisions are anticipated for the Alternative 2 Construction Phasing Plan.

Deliverables:

- One (1) Construction Phasing Plan for Design Variation 2a

1.10C Draft Project Report

CONSULTANT will update the Draft Project Report (PR) to incorporate the Eucalyptus Avenue re-alignment. The additional design variations shall be incorporated in the project description, *Section 5A. Viable Alternative* (in accordance with CALTRANS' PDPM) and *Attachment 3 – Key Map, Typical Sections, Plans, Profiles* as identified in Task 2.2C.

One (1) screencheck review will be prepared for CITY and CALTRANS review. One (1) hard copy and one (1) electronic copy will be prepared for the CITY's screencheck review. It is anticipated the CITY requires 15 working days for the screencheck review. One (1) electronic copy will be prepared for CALTRANS's screencheck review. CITY and CALTRANS screencheck reviews are to occur concurrently.

Deliverables:

- Updated Project Description
- Screencheck Draft PR
- Draft/Final PR

2.0C Preliminary Engineering Studies Approved by Caltrans

2.1C Task Management and Meetings

It is anticipated that two (2) focused meetings will be scheduled with the CITY and Caltrans. CONSULTANT will attend and participate in two (2) monthly PDT meetings and two (2) monthly City Trend meeting. It is assumed that developers will be invited to the monthly City Trend meetings, and that separate meetings outside the monthly PDT meetings or City Trend meetings are not anticipated.

Deliverables:

- Attend an additional two (2) PDT meetings, prepare meeting minutes
- Attend two (2) City Trend meetings, prepare meeting minutes
- Attendance at two (2) Caltrans focused meetings

2.2C Geometric Plans for Project Alternatives

CONSULTANT will update geometric plans for Alternative 2 and Alternative 6 to include roadway geometrics based on the updated traffic analysis and updated CALTRANS guidance.

CONSULTANT will prepare geometric plans for two (2) Eucalyptus Avenue Design Variations. Eucalyptus Avenue shall be re-designed between Theodore Street and approximately 2,500' west of Theodore Street. The realignment of Eucalyptus Avenue also includes access road design from the realigned Eucalyptus Avenue and the Skechers facility. The re-alignment will be sensitive to the existing Skechers facility.

It is anticipated that the variations in design do not require additional geometric workshops, beyond the ICE workshop (Task 2.15C) and roundabout workshop.

CONSULTANT will prepare three (3) design memorandums to support geometric design decisions. The memorandums will include design guidelines, field observations, summary or meeting discussions, recommendations, and decisions, as applicable. The memorandums will be completed for the following topics:

- Active Transportation for Pedestrians, Equestrians and Bicycles
- Eastbound Off-Ramp Right of Way
- Design Decision Memorandum

Roundabout Design and Workshops CONSULTANT will conduct one (1) roundabout workshops with the CITY, CALTRANS, and other invited project stakeholders. The roundabout workshop will take place at CALTRANS. CONSULTANT will lead a group discussion of the roundabout concepts developed for Alternative 6/6a to meet CALTRANS expectations for roundabout design. It is assumed the roundabouts will be designed to 30% PS&E level design based on recent discussions with CALTRANS. CONSULTANT will develop a roundabout sign and lane assignment plan based on Alternative 6 per the request of CALTRANS. The following items will be addressed in the roundabout design and at the roundabout workshops in the form of detailed exhibits. The detailed exhibits will be at 1"=20' for three (3) roundabouts in Alternative 6. The roundabout variation from Design Variation 6a will not be addressed at the workshop. Comments on Alternative 6 will be applied to Alternative 6a:

- Fastest path for all roundabout approaches and movements (total of 3 exhibits)
- Path overlap for all roundabout movements (total of 3 exhibits)
- Truck turn templates for all roundabout approaches and movements (total of 10 exhibits)
- Stopping sight distance on the roundabout approaches (total of 12 exhibits)
- Stopping sight distance on the roundabout circulatory movement (total of 3 exhibits)
- Sight distance to crosswalk on roundabout exits (total of 3 exhibits)
- Roundabout intersection sight distance (total of 3 exhibits)
- Constructability for all roundabouts (total of 3 exhibits)

A separate strip map will be prepared for Design Variation 6a. The strip maps will be no larger than 36"x96". Plan view and profile view are anticipated to be on separate strip maps. The plan view will contain the following information for each roundabout based on CALTRANS input:

- Length of splitter islands
- Design vehicles
- Intersection distance
- Inscribed diameter
- Lane widths
- Entry deflection
- Entry angles
- Signage
- Lane assignment

Revised .DGN files will be provided, as requested, to CALTRANS for review before or after the roundabout workshops for Alternative 6 and Design Variation 6a. The .DGN files provided to CALTRANS would include the grading files, the right of way files, the street base files, the topo files, and aerially imaging.

Scope excludes roundabout expert at public outreach events.

Deliverables

- Geometric design plans for two (2) build alternatives and two (2) design variations
- Design Memorandums (Total of seven (7))
- Roundabout Workshops (total of 2) with meeting minutes and action items
- Strip plots (total of 4)
- DGN files of Alternative 6 and design variation associated with Alternative 6
- Detailed exhibits (total of 40)

2.3C Drainage Assessment

CONSULTANT will update the Drainage Assessment deliverables (approved November 2015) to include an updated project description and exhibits as a result of the additional design variations. CONSULTANT will perform a hydromodification (Rapid Assessment Stream Crossing) analysis based on the updated guidance. Scope of work excludes modifications to offsite hydrology that has been approved.

CONSULTANT will update the Location Hydraulic Study and Floodplain Evaluation Summary in accordance with revised project description and applicable exhibits. CONSULTANT will conduct a two-dimensional floodplain analysis of the offsite areas to the north of the proposed project to address the lack of detail in the Awareness Floodplain mapping.

2.4C Storm Water Data Report

CONSULTANT will update the Storm Water Data Report to include the revised project area associated with the design variations, the revised project costs, and the revised project schedule. Additionally, the Storm Water Data Report will be updated in conformance with current CALTRANS requirements in the CALTRANS Project Planning and Design Guide (February 2016). Per CALTRANS comments received on July 10, 2015, the Storm Water Data Report will be updated after circulation of the Draft Environmental Document and selection of a Preferred Alternative.

2.6C Preliminary Transportation Management Plan Data Sheet

CONSULTANT will update the Preliminary Transportation Management Plan Data sheet for the two (2) build alternatives based on the updated Conceptual Stage Construction Plan (Task 2.5C) and the updated project cost estimates (Task 2.14C), and the updated project schedule (Task 1.3C). It is assumed that the design variations will be included as a worst case scenario in the two (2) build alternatives.

Deliverable

- Update Preliminary Transportation Management Plan Data Sheet for two (2) build alternatives

2.7C Utility Assessment

CONSULTANT will identify proposed utility impacts associated with the two (2) Eucalyptus Avenue Design Variations. CONSULTANT will schedule one (1) meeting with all utility companies present in Eucalyptus Avenue to discuss maintaining utilities in the existing Eucalyptus Avenue alignment.

Deliverable

- Update Utility Information Sheet for two (2) build alternatives and two (2) design variations (for inclusion into ROW Data Sheets)
- Update Utility Conflict Map for two (2) design variations
- One (1) Utility Meeting for Eucalyptus Avenue Utility Corridor

2.8C Right of Way Data Sheets

CONSULTANT will assess right-of-way impacts for the two (2) design variations associated with the Eucalyptus Avenue re-alignment and prepare preliminary right of way requirements maps. The previously utilized 2015 comparable sales data will be re-examined as the data needs to be updated every two (2) years. Right of Way Data Sheets expire one year after CALTRANS signatures. As such, the Right of Way Data Sheets for the two (2) design variations and Right of Way Data Sheets for the two (2) build alternatives (Alternative 2 and Alternative 6) (currently approved) will be updated once prior to the approval of the Draft Project Report. It is assumed that approximately 70 parcels (for the interchange and adjacent intersection improvements) are to be evaluated for each Right of Way Data Sheet.

Deliverable

- Draft/Final Right-of-Way Data Sheets for Alternative 2/2a and Alternative 6/6a
- Preliminary Right of Way Requirement Maps for Alternative 2a and Alternative 6a
- Update Preliminary Right of Way Requirements Map for Alternative 2/2a and Alternative 6/6a

2.9C Life Cycle Cost Analysis

A memo to file will be submitted to the District to that states the approved TI-values are still current based on the updated traffic years identified in Task 1.6C.

CONSULTANT will update the Life Cycle Cost Analysis. Due to the high Traffic Index values and desired long life design, the advanced methods of Mechanistic-Empirical (ME) design will be used in developing the flexible pavement sections for the project.

Deliverable

- Traffic Index Calculation memo to file for updated existing and opening years

2.10C Preliminary Geotechnical Investigations and Evaluation

Initial Site Assessment Memorandum

CONSULTANT will update the Initial Site Assessment Memorandum with the updated project description and update exhibits. Additionally, site investigations will be conducted for the area associated with the design variations.

Aerially Deposited Lead Survey Memorandum

CONSULTANT will update the Aerially Deposited Lead Memorandum with the updated project description and update exhibits. Updates for the latest DTSC ADL agreement guidelines.

Asbestos and Lead-Based Paint Sampling Memorandum

CONSULTANT will update the Asbestos and Lead-Based Paint Sampling Memorandum with the updated project description and update exhibits.

Preliminary Materials Memorandum

CONSULTANT will update the Preliminary Materials Memorandum with the updated project description and update exhibits. Due to the large Traffic Index identified on the project, additional flexible pavement sections will be developed based on the mechanistic empirical pavement design guide (MEPDG) for the 40-year flexible sections.

Preliminary Geotechnical Design Memorandum

CONSULTANT will update the preliminary geotechnical design report based on the updated project description and update report exhibits. It is assumed that the current analysis and recommendations are applicable to the design variations associated with the Eucalypts Avenue realignment. No additional site reconnaissance will be performed.

Fault Trenching

Fault trenching will be deferred to final design. Corresponding fees will be reallocated to remaining tasks.

2.14C Preliminary Cost Estimates

CONSULTANT will update cost estimates for the two (2) build alternatives and prepare cost estimates for two (2) design variations to be analyzed in the Project Report. Project Report level cost estimates shall be prepared based on the preliminary engineering plans and in conformance with the 11-Page Preliminary Cost Estimate Template per the CALTRANS Cost Estimate sing website.

Based on the draft cost estimates, a Value Analysis will be required. It is assumed that the Value Analysis will be deferred after PA/ED is approved.

Deliverables:

- Draft Roadway Cost Estimates for two (2) design variations

2.15C Intersection Control Evaluation

CONSULTANT will evaluate two (2) build alternatives in accordance with CALTRANS Traffic Operations Policy Directive 13-02: Intersection Control Evaluation. CONSULTANT will coordinate and attend one (1) ICE workshop with CALTRANS District 8 ICE Coordinator, Traffic Operations, and Design Oversight. CONSULTANT will evaluate alternatives based on the two step screening process.

CONSULTANT will prepare Sidra analysis of roundabout option for Alternative 4 (Alternative 2 and Alternative 4 were the selected build alternatives at the time of the ICE workshop).

CONSULTANT will prepare a power point presentation to introduce the project, illustrate the forecast volumes, identify the build alternatives, discuss the geometric design, and present Sidra and LOS results. CONSULTANT will prepare exhibits at 1'=100' scale to show roundabout lane assignments, truck turning, and design vehicles. The ICE workshop will be attended by up to five (5) CONSULTANT's team members. CONSULTANT will document meeting minutes and action items following the roundabout workshops.

Deliverables:

- ICE Workshop with meeting minutes

4.0C *Prepare and Circulate Draft Environmental Document*

4.1C *Task Management and Meetings*

CONSULTANT will attend and participate in two (2) monthly PDT meetings and two (2) monthly City Trend meetings. It is assumed that developers will be invited to the monthly City Trend meetings, and that separate meetings outside the monthly PDT meetings or City Trend meetings are not anticipated.

Deliverables:

- Attend an additional two (2) PDT meetings, prepare meeting minutes
- Attend two (2) City Trend meetings, prepare meeting minutes

4.2C *Area of Potential Effects (APE) Map*

In consultation with CALTRANS, CONSULTANT will update the Area of Potential Effects (APE) map to include Alternative 2a, and Alternative 6a.

4.3C *Water Quality Assessment Report (WQAR)*

CONSULTANT will revise the approved Water Quality Assessment Report (WQAR) (approved February 2016) for the design variations identified in Alternative 2a and Alternative 6a. The project description, figures, regulatory requirements, and analysis section of the WQAR will be updated based on the revised project.

4.4C *Noise Study Report*

CONSULTANT will address issues related to the traffic noise impact for use in the Environmental Document. A Noise Study Report (NSR) will be updated to analyze two (2) build alternatives (Alternative 2 and Alternative 6), one (1) no build alternative, and two (2) design variations (Design Variation 2a and Design Variation 6a) . The study will comply with CALTRANS Traffic Noise Analysis Protocol (May 2011 or updated amendment) requirements.

4.5C *Noise Abatement Decision Report (NADR)*

CONSULTANT will update the Draft Noise Abatement Decision Report (NADR) to include

noise abatement measures identified for the design variations (Design Variation 2a and Design Variation 6a).

4.6C Visual Impact Assessment (VIA)

CONSULTANT will update the VIA to reflect the changes to the project description.

4.7C Farmland Technical Memorandum

CONSULTANT will revise the existing Farmlands Analysis, which was approved as part of the CIA, within the CIA to address the design variations (Design Variation 2a and Design Variation 6a). All farmland data will be updated per currently available sources.

4.8C Draft Relocation Impact Statement (DRIS)

The Draft Relocation Impact Statement was approved in August 2015. Based on the CONSULTANT's understanding of the current project description, the Design Variations would impact the anticipated residential acquisition. The DRIS will be updated to account for additional impacts.

Deliverables:

- Draft/Final Revised Relocation Impact Statement

4.9C Air Quality Analysis Report (AQA)

CONSULTANT will update the approved Air Quality Analysis report (October 2015) to reflect the design variations, and to satisfy CEQA, State and federal environmental requirements, and conformity provisions of the Clean Air Act Amendments (CAAA) to support the ED.

4.10C Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)

The previously approved Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) from July 2015 will be revised to address the design variations. The project description will be revised, new figures will be drafted, and various sections of the report will be revised to include changes in the geologic units mapped within the boundaries of the additional area impacted by the design variations and resulting changes in the recommendations.

4.11C Archaeological Survey Report (ASR)/Historical Property Survey Report (HPSR)/Historical Evaluation Report (HER)

This scope covers the additional effort required to update the HPSR to address the design variations (Design Variations 2a and 6a), and to update the cultural documents based on the updated templates on the SER. These additional tasks are primarily associated with the continued development of the project's APE but include continued coordination with the project engineer and CALTRANS, additional survey, continuity of Native American consultation, revisions to the HPSR and supporting documents, and associated responses to up to two rounds of CALTRANS comments.

Native American Consultation. Due to the expansion of the APE to address the design variations, additional Native American consultation is required. The Eucalyptus Realignment is outside of the current APE boundary. Therefore, a new round of Native

American consultation will need to be conducted, including contacting the Native Americans (e.g. sending letters, emailing and conducting follow-up phone calls) and summarizing the results of the consultations. The project footprint (basically the APE) attached to the letters sent to the Native Americans will include the footprint of the Eucalyptus Re-alignment and any additional areas that have been added to the APE subsequent to the original round of Native American consultation.

4.12C Jurisdictional Delineation Report

CONSULTANT will update the Draft Jurisdictional Delineation (JD) report approved in February 2016 to include a field survey to identify any potential jurisdictional waters within the new design variations boundary.

4.13C Natural Environment Study (NES)

CONSULTANT will update the Draft NES approved in February 2016. CONSULTANT will conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species within the footprints of the design variations, and to update new occurrences of sensitive species from the larger project footprint. A field survey will be conducted within the footprints of the design variations to document the habitat suitability of sensitive species identified in the literature review and previous studies. Focused species studies are not anticipated to be required and are not included in this scope of services. The location of sensitive biological resources present during the field survey will be mapped. In addition, areas that may be considered wetlands or jurisdictional waters will be mapped.

4.14C Categorical Exemption/Categorical Exclusion for Geotechnical Borings

To provide information needed for preliminary design, pesticides testing will need to be conducted as an early task in the planning effort. CONSULTANT will prepare Categorical Exemption pursuant to the CEQA Guidelines for CALTRANS approval and a Federal Categorical Exclusion for approval by CALTRANS.

Technical Studies Required in Support of the Pesticides Testing CE/CE:

Biological Resources Memorandum

CONSULTANT will prepare a brief Memorandum to address potential impacts to biological resources as a result of the proposed pesticides testing activities. Applicable information may be used from the Natural Environment Study (NES) prepared by CONSULTANT and approved by Caltrans on 2/28/16. The Memorandum will summarize the results of the nesting bird surveys (if required) and the burrowing owl pre-construction survey described below.

Nesting Bird Pre-construction Survey

Most bird species are protected under the Migratory Bird Treaty Act (MBTA) and under the California Fish and Game Code. It is unlawful to take, possess, or needlessly destroy any bird or the nests or eggs of any bird species except as otherwise provided in California Fish and Game Codes and regulations. Disturbances at the active nesting territories should be avoided during the nesting season, typically February 1 through August 31.

CONSULTANT will conduct a pre-construction nesting bird survey throughout the project site. All observations of bird nesting activity will be recorded and occupied bird nests will be mapped.

Upon completion of the survey, the survey results will be documented in the Biological Resources Memorandum. The Memorandum will include a figure showing the survey area and locations of any active nests encountered. This Memorandum may be combined with the burrowing owl survey report. A copy of the report will be sent to the Western Riverside County MSHCP Biological Monitoring Program as required under the MSHCP.

If survey results are positive, additional follow-up survey, coordination with the CDFW, or monitoring, may be required. These additional services can be provided, if deemed necessary, under a modified scope and fee following completion of the survey.

Burrowing Owl Pre-construction Survey

CONSULTANT will conduct 30-day pre-construction burrowing owl survey of the project site. The surveys will be conducted in accordance with accepted guidelines (Burrowing Owl Survey Instructions for the Western Riverside County Multiple Species Habitat Conservation Plan Area, Riverside County Environmental Programs Department, March 29, 2006). The initial phase of a protocol survey is a search for suitable burrows, conducted by walking transects over the entire project site. If the results of a burrow survey indicate that a site contains burrows that could be used by burrowing owl, a return visit is made during morning or evening to determine if the burrows are occupied. CONSULTANT will conduct a burrow survey and one follow-up survey if necessary to confirm owl presence or absence. All burrowing owl sightings and occupied burrows will be mapped.

If the survey results are negative, construction activities (e.g., grading) must begin within 30 days from the last survey visit or an updated survey will be needed.

Upon completion of the focused surveys, CONSULTANT will document the survey results in the Biological Resources Memorandum. The Memorandum will include a figure showing the survey area and locations of any active owl burrows encountered. A copy of the Memorandum will be sent to the Western Riverside County MSHCP Biological Monitoring Program as required under the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

If survey results are positive, additional follow-up surveys, relocation of owls in coordination with the California Department of Fish and Wildlife (CDFW), or monitoring may be required. These additional services can be provided, if deemed necessary, under a modified scope and fee following completion of the initial surveys.

NES-MI

CONSULTANT will prepare an NES-MI, including project description and exhibits for the pesticides testing CE/CE. Exhibits will be prepared to 11x17 page format. The NES-MI will be conducted in accordance with CALTRANS guidance to satisfy the requirements of CEQA and NEPA.

CONSULTANT will conduct a literature review to assist in determining the existence and potential occurrence of sensitive plant and animal species on site or in the project vicinity. Federal and State lists of sensitive species and current database records, including the California Natural Diversity Database (CNDDDB) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California, will be examined. In addition, biological studies prepared for the larger SR-60/Theodore Street Interchange project will be reviewed. In accordance with CALTRANS guidelines, CONSULTANT will request from the United States Fish and Wildlife Service (USFWS) a list of threatened and endangered species known from the project vicinity using the USFWS IPaC (Information, Planning, and Conservation System). The results of the records search will be summarized in a table and included in the NES-MIs.

To verify the CNDDDB search for listed and special-status species, the field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., plant and animal species and habitats) and to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. In addition, a discussion of any areas that may be considered wetlands or jurisdictional waters will be provided in the NES-MIs.

CONSULTANT will prepare an NES-MI report to include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and animal species present within the project area and a general description of the plant communities occurring. If any sensitive resources are found on site, CONSULTANT will prepare and include in the NES-MI a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Tables describing sensitive species and their habitats that are present or potentially present will also be provided in the report. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Conceptual mitigation measures will also be included as necessary.

Additional Technical Studies

It is assumed that CALTRANS will prepare the Screened Undertaking for cultural resources for the pesticides testing CE/CE's. It is assumed that other technical studies not listed above are not required.

Deliverable:

- CE/CE for Pesticides Testing/Sampling
- NES-MI for the Pesticides Testing/Sampling CE/CE
- Biological Resources Memorandum for Pesticides Testing CE/CE
- Nesting Bird Pre-Construction Survey for Pesticides Testing CE/CE
- Burrowing Owl Pre-construction Survey for Pesticides Testing CE/CE

4.15C Screencheck Draft IS/EA

CONSULTANT will revise the completed Screencheck Draft IS/EA to reflect the results of the technical studies that were updated to address the design variations. CONSULTANT will prepare an Executive Summary for inclusion in the ED at the City's request.

4.16C Draft Initial Study (IS) / Environmental Assessment (EA)

CONSULTANT will update the Draft IS/EA based on comments received from CALTRANS and the CITY associated with the design variations.

4.17C Obtain Approval to Circulate

No additional scope required for Amendment No. 3 beyond the original Contract Project No. 801 0052 70 77 dated July 16, 2013, and Amendment No. 1 dated May 19, 2014.

4.19C Community Impacts Assessment (CIA)

CONSULTANT will update and revise the Draft CIA approved in October 2015 to address the design alternatives.

5.0C Public Meetings and Outreach Conducted**5.1C Public Outreach Support and Public Meetings**

CONSULTANT will coordinate one (1) Public Information Meeting in an open house format, one (1) City Council Study Session, and one (1) Community Briefing. The City Council Study Session and Community Briefing will take place prior to the public circulation of the Draft Environmental Document.

CONSULTANT will coordinate one (1) meeting with CALTRANS and the CITY to review the public outreach approach and material.

CONSULTANT will prepare a 3D animated model for use in public outreach purposes. The 3D model will include two (2) build alternatives, two (2) design variations, surrounding 3D buildings and vegetation, and animated vehicles. The model will be compiled into one one (1) long video (2 minutes) for applicable public outreach uses.

Deliverables:

- One (1) City Council Study Session prior to selection of LPA
- Two (2) Community Briefings prior to selection of LPA
- One (1) Public Meeting during the public circulation of the Draft Environmental Document
- One (1) short animated video
- One (1) long animated video
- One (1) public outreach focus meetings with CALTRANS

6.0C Prepare Final Environmental Document, Final Project Report and Obtain Environmental Clearance

6.1C Task Management and Meetings

It is anticipated that one (1) focus meeting will be scheduled with the CITY and CALTRANS. CONSULTANT will attend and participate in four (4) monthly PDT meetings and four (4) monthly City Trend meetings. It is assumed that developers will be invited to the monthly City Trend meetings, and that separate meetings outside the monthly PDT meetings or City Trend meetings are not anticipated.

Deliverables:

- Attend an additional four (4) PDT meetings, prepare meeting minutes
- Attend four (4) City Trend meetings, prepare meeting minutes
- Attendance at one (1) Caltrans focused meetings

8.0C Geometric Approval Drawings Complete and Approved by Caltrans

8.1C Geometric Approval Drawings

CONSULTANT will prepare geometric approval drawings (GAD) at a scale of 1" = 50' (1" = 100' at a reduced scale) in accordance with CALTRANS plan preparation criteria for the design variation associated with the Preferred Alternative.

Deliverables:

- Geometric Approval Drawing for Design Variation associated with the Preferred Alternative

12.0C 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E

12.3C Landscape and Aesthetic Plan

Landscape and Aesthetic Plan will be deferred to final design. Corresponding fees will be reallocated to remaining tasks.

12.4C Bridge Site Data Submittal

Bridge Site Data Submittal will be deferred to final design. Corresponding fees will be reallocated to remaining tasks.

12.5C Bridge Type Selection

Bridge Type Selection will be deferred to final design. Corresponding fees will be reallocated to remaining tasks.

12.6C Storm Water Data Report

The Storm Water Data Report will be deferred to final design. Corresponding fees will be reallocated to remaining tasks.

12.7C Drainage Report

The Drainage Report will be deferred to final design. Corresponding fees will be reallocated to remaining tasks.

12.8C Transportation Management Plan Data Sheet

The Transportation Management Plan Data Sheet Corresponding fees will be reallocated to remaining tasks.

12.9C Geotechnical Design and Reports

Geotechnical Design and Reports will be deferred to final design. Corresponding fees are proposed to be re-allocated.

15.0C Right of Way Legal / Plats and Appraisal Maps Complete

Right of Way Legal / Plans and Appraisal Maps will be deferred to final design. Corresponding fees will be reallocated to remaining tasks.

**ESTIMATED HOURS AND FEE AMENDMENT No. 4b
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY
MANDATORY BORROW SITE**

Michael Baker International

Task Description			Total Estimate Fee (Amendment No. 4b)
PHASE 1C - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT			
1.0C	Draft Project Report Approved by Caltrans		\$ 35,634
	1.1C	Task Management and Meetings	\$ 5,941
	1.2C	Project Scoping	\$ 8,279
	1.3C	Project Scheduling	\$ 4,366
	1.4C	Project Funding Support	\$ -
	1.5C	Geometric Alternatives Analysis	\$ -
	1.6C	Traffic Analysis and Study	\$ 15,143
	1.7C	Obtain Right of Entry	\$ -
	1.10C	Draft Project Report	\$ 1,905
2.0C	Preliminary Engineering Studies Approved by Caltrans		\$ 35,868
	2.1C	Task Management and Meetings	\$ 7,041
	2.3C	Drainage Assessment	\$ 7,619
	2.5C	Conceptual Stage Construction Plan	\$ 2,806
	2.10C	Preliminary Geotechnical Investigations and Evaluation	\$ 15,793
	2.14C	Preliminary Cost Estimates	\$ 2,610
3.0C	Fact Sheets for Exceptions to Design Standards Approved by Caltrans		\$ -
4.0C	Prepare and Circulate Draft Environmental Document		\$ 49,798
	4.1C	Task Management and Meetings	\$ 24,250
	4.2C	Area of Potential Effects (APE) Map	\$ -
	4.4C	Noise Study Report	\$ 7,153
	4.6C	Visual Impact Assessment (VIA)	\$ 5,686
	4.9C	Air Quality Analysis Report (AQA)	\$ 2,886
	4.15C	Screencheck Draft IS/EA	\$ 5,894
	4.19C	Community Impacts Assessment	\$ 3,928
5.0C	Public Meetings and Outreach Conducted		\$ -
6.0C	Prepare Final Env Document, Final Project Report and Obtain Env Clr		\$ 3,835
	6.1C	Task Management and Meetings	\$ 3,835
7.0C	Environmental Mitigation Negotiation and Permitting Complete		\$ -
8.0C	Geometric Approval Drawings Complete and Approved by Caltrans		\$ -
9.0C	Design Mapping and Surveys Complete Approved by Caltrans		\$ -
10.0C	Other Services Directed by the City		\$ -
	10.1C	Update Federal Funding Documentation	\$ -
	10.2C	FASTLANE Funding Documentation	\$ -
12.0C	65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E		\$ -
15.0C	Right of Way Legal/Plats and Appraisal Maps Complete		\$ -
OTHER DIRECT COSTS FOR PHASE 1C			\$ 2,055
	C	Reproduction & Mileage	\$ 1,055
	C	Other Direct Costs	\$ 1,000
PHASE 1 SUBTOTAL:			\$ 127,190

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase
Scope of Work Amendment No. 4b
Mandatory Borrow Site
January 2018

PHASE 1C – PROJECT REPORT AND ENVIRONMENTAL DOCUMENT 1

1.0C Draft Project Report Approved by Caltrans 1

1.1C Task Management and Meetings..... 1

1.2C Project Scoping 1

1.3C Project Scheduling 2

1.10C Draft Project Report..... 2

2.0C Preliminary Engineering Studies Approved by Caltrans 2

2.1C Task Management and Meetings..... 2

2.3C Drainage Assessment..... 2

2.4C Conceptual Stage Construction Plan..... 3

2.10C Preliminary Geotechnical Investigations 3

2.14C Preliminary Cost Estimates 3

4.0C Prepare and Circulate Draft Environmental Document..... 4

4.1C Task Management and Meetings..... 4

4.4C Noise Study Report 4

4.6C Visual Impact Assessment (VIA)..... 4

4.9C Air Quality Analysis Report (AQA)..... 4

4.15C Screencheck Draft IS/EA..... 4

4.19C Community Impacts Assessment (CIA) 4

6.0C Prepare Final Environmental Document, Final Project Report and Obtain Environmental Clearance 4

6.1C Task Management and Meetings..... 5

7.0C Design Mapping and Surveys Complete Approved by Caltrans..... 5

9.1C Photogrammetric Surveys..... 5

9.2C Preliminary Right of Way Mapping..... 5

9.3C Land Net Mapping and Surveys / Pre-construction Record of Survey..... 5

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

**SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase**

Scope of Work Amendment No. 4b

Mandatory Borrow Site

January 2018

PHASE 1C – PROJECT REPORT AND ENVIRONMENTAL DOCUMENT

The scope of work below supplements the original Contract Project No. 801 0052 70 77 (Phase 1/1A) dated July 16, 2013 and Amendment No. 1 (Phase 1B) dated May 19, 2014, and Amendment No. 2 dated August 25, 2016. The scope of work below outlines the tasks necessary to complete PA/ED for the SR-60/Theodore Street Interchange improvement project for Michael Baker International and its consultants (CONSULTANT). The tasks contained in this scope of work outline tasks associated with the following project revision:

Mandatory Borrow Site: Based on preliminary calculations, approximately 1.5 million cubic yards of import material is needed to correct the non-standard vertical clearance between SR-60 and Theodore Street, to conform to CALTRANS standard vertical profile grades, and to meet minimum grades required for ADA compliance and roundabout guidelines. Approximately 1.5 million cubic yards of import material is available for use from the Badlands County Landfill. A mandatory borrow site will be identified to utilize import material from the Badlands County Landfill. It is assumed the property owner agreements, final grading plans, Stormwater Pollution Prevention Plan, site plans, SMARA exemption/compliance, Materials Report, Geotechnical Memorandum, permits, licenses, and other agreements will be prepared/approved/obtained in the Plans, Specifications, and Estimates (PS&E) phase. It is assumed that existing or proposed utilities are not impacted by the use of import material from the Badlands County Landfill. Additionally, it is assumed that access to the import material will be provided via an encroachment permit, and that Temporary Construction Easements or right-of-way easements are not required. It is assumed CEQA environmental clearance of the excavation of material from the Badlands County Landfill is provided by Riverside County Department of Waste Management. The following tasks are required during the PA/ED phase.

1.0C Draft Project Report Approved by Caltrans

1.1C Task Management and Meetings

It is anticipated that one (1) focused meeting will be scheduled with the CITY and Caltrans. CONSULTANT will attend and participate in one (1) monthly PDT meeting and one (1) monthly City Trend meeting.

Deliverables:

- Attend an additional one (1) PDT meeting, prepare meeting minutes
- Attend one (1) City Trend meeting, prepare meeting minutes
- Attendance at one (1) Caltrans focused meeting

1.2C Project Scoping

Environmental and Engineering scoping matrices will be developed. The scoping matrices will identify the necessary revisions to technical studies as a result of the inclusion of the mandatory borrow site. The scoping matrices will be reviewed by the CITY and CALTRANS. Research will be conducted to evaluate the steps required to

designate a mandatory borrow site. CONSULTANT will compile a memorandum to summarize the studies prepared by the Riverside County Department of Waste Resources, and to quantify the costs associated with inclusion of a mandatory borrow site.

Deliverables:

- Update to Risk Register
- Environmental Scoping Matrix
- Engineering Scoping Matrix
- Memorandum

1.3C Project Scheduling

CONSULTANT will update the project schedule.

1.10C Draft Project Report

CONSULTANT will update the Draft Project Report (PR) in accordance with CALTRANS' PDPM. The Draft PR shall be updated to include fill material from the Badlands County Landfill as a mandatory borrow site in the project description.

Mandatory borrow sites require the approval of FHWA. FHWA delegated this task to the District, as such a report will be prepared to formally request approval of the inclusion of a mandatory borrow site.

Deliverables:

- Updated Project Description
- Screencheck Draft PR
- Draft/Final PR
- Mandatory Borrow Site Report

2.0C Preliminary Engineering Studies Approved by Caltrans

2.1C Task Management and Meetings

CONSULTANT will attend and participate in one (1) monthly PDT meeting and one (1) monthly City Trend meeting.

Deliverables:

- Attend an additional one (1) PDT meeting, prepare meeting minutes
- Attend one (1) City Trend meeting, prepare meeting minutes

2.3C Drainage Assessment

CONSULTANT will identify drainage impacts associated with the export of fill material from the Badlands County Landfill. Based on feedback from Riverside County Department of Waste Resources, basins and other BMPs will be evaluated at the mandatory borrow site. Final plans will be developed during the PS&E phase.

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

2.4C Conceptual Stage Construction Plan

CONSULTANT will update the construction staging/traffic handling concept plan based on the inclusion of the mandatory borrow site. The construction phasing plan will verify constructability and feasibility of construction phasing. CONSULTANT will assess the number of truck trips for hauling material, the haul route, and how the inclusion of the mandatory borrow site material will fit into the overall construction phasing.

2.10C Preliminary Geotechnical Investigations

CONSULTANT will review available studies provided by Riverside County Department of Waste Resources. CONSULTANT will perform two (2) site visits to the mandatory borrow site with applicable staff. Additionally, CONSULTANT will collect material from Canyon 5 or Canyon 6, depending on accessibility, to confirm the R-value and test for corrosivity, to confirm material is suitable import material. Results will be summarized in the Preliminary Geotechnical Report.

2.14C Preliminary Cost Estimates

CONSULTANT will update cost estimates for material hauling from the Badlands County Landfill. Project Report level cost estimates shall be prepared based on the preliminary engineering plans and in conformance with the 11-Page Preliminary Cost Estimate Template per the CALTRANS Cost Estimating website.

Unit costs will be based on the SR-60/Nason Street Overcrossing Improvements and SR-60/Moreno Beach Drive Interchange Improvements (Phase 1) bid proposals and other available projects. For items not found in the above referenced big proposals, the CALTRANS Contract Cost Database will be used for unit costs. The top three bidders for the three projects with quantities closest to the proposed quantities will be collected from the CALTRANS Contract Cost Database, and the average unit cost will be the resultant unit cost for the proposed project.

CONSULTANT evaluate and include the costs requested by Riverside County Department of Waste Resources as responsible by the project. Responsible items include the following:

- Mobilization and Demobilization
- Construction sedimentation basin
- Construct grouted rip rap apron
- Furnish/install gabion baskets
- Skimmer system disassemble and reinstallation
- Construct concrete basin spillway
- Aggregate base access road to basin
- Concrete drainage structure to basin
- Asphalt upgrade to borrow area access
- Install fiber rolls
- Install hydroseed and erosion control blankets
- Greenwaste on borrow floor
- Implement traffic controls
- Develop site safety plan (include traffic pattern)
- Develop SWPPP
- Develop Water

Deliverables:

- Cost Estimates

4.0C Prepare and Circulate Draft Environmental Document**4.1C Task Management and Meetings**

It is anticipated that three (3) focused meetings will be scheduled, including one (1) site visit (site visit occurred on November 9, 2015). CONSULTANT will attend and participate in one (1) monthly PDT meeting and one (1) monthly City Trend meeting.

Deliverables:

- Attend an additional one (1) PDT meeting, prepare meeting minutes
- Attend one (1) City Trend meeting, prepare meeting minutes
- Attend three (3) focused meetings

4.4C Noise Study Report

A Noise Study Report (NSR) will be updated to address the trips associated with the movement of import material from the mandatory borrow site.

4.6C Visual Impact Assessment (VIA)

CONSULTANT will run a new viewshed analysis for the proposed mandatory borrow site location in order to verify whether or not existing public views to the hill exist. For the purposes of the viewshed mapping, CONSULTANT assumes that existing and proposed topographic information of the Badlands County Landfill and surrounding area will be provided by the County. Based on the viewshed analysis, should no existing public views be afforded as a result of existing topography, vegetation, and/or structures, CONSULTANT will document these findings. Should public views be present, this scope will be revisited to incorporate photosimulations for the Badlands County Landfill.

4.9C Air Quality Analysis Report (AQA)

CONSULTANT will update the Air Quality Analysis Report with a revised project description and discussion of vehicle trips required to haul material from the Badlands County Landfill to the project site.

4.15C Screencheck Draft IS/EA

CONSULTANT update the Administrative Draft IS/EA with a revised project description and discussion of the Badlands County Landfill.

4.19C Community Impacts Assessment (CIA)

CONSULTANT will update the Community Impact Assessment with a revised project description and a discussion of the Badlands County Landfill.

6.0C Prepare Final Environmental Document, Final Project Report and Obtain Environmental Clearance

6.1C Task Management and Meetings

It is anticipated that one (1) focused meeting will be scheduled with the CITY and CALTRANS. CONSULTANT will attend and participate in two (2) monthly PDT meetings and two (2) monthly City Trend meetings. It is assumed that developers will be invited to the monthly City Trend meeting, and that separate meetings outside the monthly PDT meetings or City Trend meetings are not anticipated.

Deliverables:

- Attend an additional two (2) PDT meetings, prepare meeting minutes
- Attend two (2) City Trend meetings, prepare meeting minutes
- Attendance at one (1) Caltrans focused meeting

7.0C Design Mapping and Surveys Complete Approved by Caltrans

9.1C Photogrammetric Surveys

No proposed scope for the above mentioned task. It is assumed that the County will provide aerial topographic mapping to encompass the inclusion of the Badlands County Landfill.

9.2C Preliminary Right of Way Mapping

No proposed scope for the above mentioned task. Access to the mandatory borrow site during construction is assumed to be accomplished by a Right of Entry. It is assumed that the County will issue a Right of Entry for construction activities.

9.3C Land Net Mapping and Surveys / Pre-construction Record of Survey

No proposed scope for the above mentioned task. Access to the mandatory borrow site during construction is assumed to be accomplished by a Right of Entry. It is assumed that the County will issue a Right of Entry for construction activities.

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

EXHIBIT 10-H COST PROPOSAL (Page 1 of 2)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant Michael Baker International, Inc. Contract No. 801 0052 70 77 Date 1/18/2018

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal		0	\$ 119.24	\$ -
Project Manager		353	\$ 86.94	\$ 30,689.82
Senior Technical Manager		8	\$ 105.07	\$ 840.56
Structural Engineer		0	\$ 103.85	\$ -
Technical Manager		76	\$ 89.43	\$ 6,796.68
Senior Project Engineer		164	\$ 72.12	\$ 11,827.68
Landscape/Arthitect		0	\$ 50.62	\$ -
Project Engineer/ Planner		716	\$ 66.53	\$ 47,635.48
Design Engineer		433	\$ 57.63	\$ 24,953.79
Design Technician		631	\$ 43.00	\$ 27,133.00
Technician/Project Coordinator		1,309	\$ 37.82	\$ 49,487.47
Engineering Aid		86	\$ 27.03	\$ 2,311.07
Clerical		275	\$ 24.00	\$ 6,588.00
Party Chief		4	\$ 49.56	\$ 198.24
Instrument Man		0	\$ 46.86	\$ -
Licensed Surveys		0	\$ 72.12	\$ -
Total Hours		4,054		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 208,461.79
b) Anticipated Salary Increases (see page 2 for sample)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 208,461.79

FRINGE BENEFITS

d) Fringe Benefits (Rate <u>44.49%</u>)	e) TOTAL FRINGE BENEFITS [(c) x (d)]	\$ 92,744.65
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INDIRECT COSTS

f) Overhead (Rate <u>55.45%</u>)	g) Overhead [(c) x (f)]	\$ 115,592.06
h) General and Administrative (Rate <u>41.50%</u>)	i) Gen & Admin [(c) x (h)]	\$ 86,511.64
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 294,848.35

FEE (Profit)

q) (Rate <u>10.00%</u>)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]	\$ 50,331.01
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OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Reproduction & Mileage Costs (supported by consultant actual costs)	1	\$ 62,890.00	\$ 62,890.00
m) Equipment Rental and Supplies (itemize)		\$ -	\$ -
n) Permit Fees (itemize), Plan Sheets (each), Test Holes (each), etc.		\$ -	\$ -
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	1	\$ 772,684.21	\$ 772,684.21
			p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]
			\$ 835,574.21

SUBTOTAL COST [(c) + (j) + (k) + (p)]	\$ 1,389,215.36
REALLOCATION	\$ 359,008.00
TOTAL COST [SUBTOTAL - REALLOCATION]	\$ 1,030,207.36

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

ESTIMATED HOURS AND FEE AMENDMENT No. 4
 SR-60 AT THEODORE STREET INTERCHANGE
 CITY OF MORENO VALLEY

Michael Baker International

Task Description	Principal	Project Manager	Senior Technical Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape/Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician/Project Coordinator	Engineering Aid	Clerical	Party Chief	Instrument Man	Licensed Surveys	Subconsultants LSA = LSA Associates, Inc. PB = Parsons Brinckerhoff LEI = Leighton & Assoc OPC = Overland Pacific US = Utility Specialists AA = Arellano Associates ODC= Other Direct Costs			Total Estimate Fee (Amendment No. 4)
	\$ 317	\$ 231	\$ 279	\$ 276	\$ 238	\$ 192	\$ 134	\$ 177	\$ 153	\$ 114	\$ 100	\$ 72	\$ 64	\$ 132	\$ 124	\$ 192	Hrs	Sub	Dollars	
PHASE 1C - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT																				
1.0C Draft Project Report Approved by Caltrans		96			14	22		185	52	77	373	47	66				1007	LSA, PB	\$ 183,839	\$ 308
1.1C Task Management and Meetings		29						49			52	7	7						\$ -	\$ 21,522
1.2C Project Scoping		36						40			120	40	28						\$ -	\$ 32
1.3C Project Scheduling		9						34			52		11						\$ -	\$ 14
1.4C Project Funding Support																			\$ -	\$ -
1.5C Geometric Alternatives Analysis		10			14	4		28	42	67	88		4						\$ -	\$ 34
1.6C Traffic Analysis and Study		4						12			22						957	LSA, PB	\$ 175,406	\$ 180,651
1.7C Obtain Right of Entry		4				8		4		10	12						6	LSA	\$ 657	\$ 6
1.8C Selection of Locally Preferred Alternative																		LSA	\$ -	\$ -
1.9C Construction Phasing Plan		2						8			14						44	PB	\$ 7,776	\$ 11
1.10C Draft Project Report		2				10		10	10		13		10						\$ -	\$ 7
2.0C Preliminary Engineering Studies Approved by Caltrans		176			62	104		313	270	474	663	18	132				877	PB, LEI, OPC	\$ 113,441	\$ 415
2.1C Task Management and Meetings		48						45			69	10	10						\$ -	\$ 27
2.2C Geometric Plans for Project Alternatives		78			46	68		80	154	280	300		60						\$ -	\$ 145
2.3C Drainage Assessment		24			16	8		44	60	102	96		16						\$ -	\$ 50
2.4C Storm Water Data Report																	164	PB	\$ 29,112	\$ 29
2.5C Conceptual Stage Construction Plan		2						8			8		2					PB	\$ -	\$ 2
2.6C Preliminary Transportation Management Plan Data Sheet																	35	PB	\$ 6,201	\$ 6
2.7C Utility Assessment						2		40			88	8	8						\$ -	\$ 17
2.8C Right of Way Data Sheets		2						12		30							82	OPC	\$ 6,263	\$ 12
2.9C Life Cycle Cost Analysis		8				16		28	12	46	50								\$ -	\$ 21
2.10C Preliminary Geotechnical Investigations and Evaluation																	596	LEI	\$ 71,865	\$ 71
2.11C Structure Advance Planning Study (APS)																			\$ -	\$ -
2.12C Conceptual Bridge Architecture																			\$ -	\$ -
2.13C Preliminary Landscape and Aesthetics Plan																			\$ -	\$ -
2.14C Preliminary Cost Estimates		2				2		48	20		28		20						\$ -	\$ 16
2.15C ICE Workshop		12				8		8	24	16	24		16						\$ -	\$ 14
3.0C Fact Sheets for Exceptions to Design Standards Approved by Caltrans																			\$ -	\$ -
3.1C Fact Sheets for Exception to Design Standards																			\$ -	\$ -
4.0C Prepare and Circulate Draft Environmental Document		43				38		122	41	68	169	17	33	4			2779	LSA	\$ 368,150	\$ 441
4.1C Task Management and Meetings		31						32	13		77	17	5	4			337	LSA	\$ 60,812	\$ 85
4.2C Area of Potential Effects (APE) Map		4				12		10	12	20	16		8				159	LSA	\$ 17,811	\$ 29
4.3C Water Quality Assessment Report (WQAR)																	52	LSA	\$ 6,700	\$ 6
4.4C Noise Study Report																	267	LSA	\$ 35,861	\$ 35
4.5C Noise Abatement Decision Report (NADR)								12			12						82	LSA	\$ 11,044	\$ 14
4.6C Visual Impact Assessment (VIA)		8				20		60		48	48		16				8	LSA	\$ 1,072	\$ 28
4.7C Farmland Technical Memorandum																	34	LSA	\$ 4,121	\$ 4
4.8C Draft Relocation Impact Statement (DRIS)																	22	LSA	\$ 3,031	\$ 3
4.9C Air Quality Analysis Report (AQA)																	123	LSA	\$ 16,575	\$ 16
4.10C Paleontological Identification/Paleontological Eval Rpt (PIR/PER)																	31	LSA	\$ 3,826	\$ 3
4.11C Archaeological Survey Report (ASR)/HPSR/HER																	365	LSA	\$ 38,134	\$ 38
4.13C Natural Environment Study (NES)																	170	LSA	\$ 22,764	\$ 22
4.14C CE/CE for Geotech Borings						6		8	16		16		4				120	LSA	\$ 14,929	\$ 21
4.15C Screencheck Draft IS/EA																	474	LSA	\$ 58,670	\$ 58
4.16C Draft IS/EA																	204	LSA	\$ 25,420	\$ 25
4.17C Obtain Approval to Circulate																		LSA	\$ -	\$ -
4.18C Circulate Draft IS/EA																		LSA	\$ -	\$ -
4.19C Community Impacts Assessment																	331	LSA	\$ 47,378	\$ 47

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE

ESTIMATED HOURS AND FEE AMENDMENT No. 4
 SR-60 AT THEODORE STREET INTERCHANGE
 CITY OF MORENO VALLEY

Michael Baker International

Task Description	Principal	Project Manager	Senior Technical Manager	Structural Engineer	Technical Manager	Senior Project Engineer	Landscape/Architect	Project Engineer/Planner	Design Engineer	Design Technician	Technician/Project Coordinator	Engineering Aid	Clerical	Party Chief	Instrument Man	Licensed Surveys	Subconsultants LSA = LSA Associates, Inc. PB = Parsons Brinckerhoff LEI = Leighton & Assoc OPC = Overland Pacific US = Utility Specialists AA = Arellano Associates ODC= Other Direct Costs			Total Estimate Fee (Amendment No. 4)	
	\$ 317	\$ 231	\$ 279	\$ 276	\$ 238	\$ 192	\$ 134	\$ 177	\$ 153	\$ 114	\$ 100	\$ 72	\$ 64	\$ 132	\$ 124	\$ 192	Hrs	Sub	Dollars		
5.0C Public Meetings and Outreach Conducted		18						16	16		48						32	LSA, AA	\$ 3,737	\$ 17	
5.1C Public Outreach Support and Public Meetings		18						16	16		48						32	LSA, AA	\$ 3,737	\$ 17	
6.0C Prepare Final Env Document, Final Project Report and Obtain Env Clr		20						8	30		32	4	4				76	LSA	\$ 10,206	\$ 24	
6.1C Task Management and Meetings		20						8	30		32	4	4				8	LSA	\$ 1,362	\$ 15	
6.2C Prepare Response to Comments Matrix																	54	LSA	\$ 6,721	\$ 6	
6.3C Select Preferred Project Alternative																	10	LSA	\$ 1,442	\$ 1	
6.4C Final Project Report																			\$ -	\$ -	
6.5C Final Environmental Document																	4	LSA	\$ 681	\$ -	
6.6C NOD and NOA																			\$ -	\$ -	
7.0C Environmental Mitigation Negotiation and Permitting Complete																			\$ -	\$ -	
7.1C Resource Agency Permit Related Coordination																			\$ -	\$ -	
7.2C Federal Clean Water Act and California Fish and Game Code Permits																			\$ -	\$ -	
8.0C Geometric Approval Drawings Complete and Approved by Caltrans			8					72	24	12	24		40						\$ -	\$ 24	
8.1C Geometric Approval Drawings			8					72	24	12	24		40						\$ -	\$ 24	
9.0C Design Mapping and Surveys Complete Approved by Caltrans																			\$ -	\$ -	
9.1C Photogrammetric Surveys																			\$ -	\$ -	
9.2C Preliminary Right of Way Mapping																			\$ -	\$ -	
9.3C Land Net Mapping and Surveys / Pre-Con Record of Survey																			\$ -	\$ -	
10.0C Other Services Directed by the City																			\$ -	\$ -	
10.1C Update Federal Funding Documentation																			\$ -	\$ -	
10.2C FASTLANE Funding Documentation																			\$ -	\$ -	
12.0C 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E																			\$ -	\$ -	
15.0C Right of Way Legal/Plats and Appraisal Maps Complete																			\$ -	\$ -	
OTHER DIRECT COSTS FOR PHASE 1C																			LSA, PB, LEI, AA, MBI	\$ 156,201	\$ 156
C Reproduction & Mileage																			LSA, PB, LEI, MBI	\$ 103,801	\$ 103
C Appraisal and Review Appraisal																				\$ -	\$ -
C Title																				\$ -	\$ -
C Other Direct Costs																			PB, LEI, AA	\$ 52,400	\$ 52
PHASE 1 SUBTOTAL:		353	8		76	164		716	433	631	1309	86	275	4			4771		\$ 835,574	\$ 1,389	

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE



5.0C Public Outreach

5.1C Public Outreach Support for City Council Study Session

CONSULTANT will provide public outreach support and all necessary preparation for one (1) Community Briefing during project development, including PowerPoint presentation.

Deliverables:

- One (1) Community Briefing
- PowerPoint presentation

1/9/18 gla

ESTIMATED HOURS AND FEE AMENDMENT No. 4
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY

Arellano

Task Description	Hours																	Subconsultants LSA = LSA Associates, Inc. PB = Parsons Brinckerhoff LEI = Leighton & Assoc OPC = Overland Pacific US = Utility Specialists AA = Arellano Associates ODC=Other Direct Costs	Total Estimated Hours	Total Estimate Fee (Amendment No. 4)
	Outreach Manager	Outreach Support	Outreach Support																	
	\$ 238	\$ 90	\$ 42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
PHASE 1C - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT																				
1.0C Draft Project Report Approved by Caltrans																			0	
1.1C Task Management and Meetings																				
1.2C Project Scoping																				
1.3C Project Scheduling																				
1.4C Project Funding Support																				
1.5C Geometric Alternatives Analysis																				
1.6C Traffic Analysis and Study																				
1.7C Obtain Right of Entry																				
1.8C Selection of Locally Preferred Alternative																				
1.9C Construction Phasing Plan																				
1.10C Draft Project Report																				
2.0C Preliminary Engineering Studies Approved by Caltrans																			0	
2.1C Task Management and Meetings																				
2.2C Geometric Plans for Project Alternatives																				
2.3C Drainage Assessment																				
2.4C Storm Water Data Report																				
2.5C Conceptual Stage Construction Plan																				
2.6C Preliminary Transportation Management Plan Data Sheet																				
2.7C Utility Assessment																				
2.8C Right of Way Data Sheets																				
2.9C Life Cycle Cost Analysis																				
2.10C Preliminary Geotechnical Investigations and Evaluation																				
2.11C Structure Advance Planning Study (APS)																				
2.12C Conceptual Bridge Architecture																				
2.13C Preliminary Landscape and Aesthetics Plan																				
2.14C Preliminary Cost Estimates																				
2.15C ICE Workshop																				
2.16C Roundabout Workshop																				
3.0C Fact Sheets for Exceptions to Design Standards Approved by Caltrans																			0	
3.1C Fact Sheets for Exception to Design Standards																				
4.0B Prepare and Circulate Draft Environmental Document																			0	
4.1C Task Management and Meetings																				
4.2C Area of Potential Effects (APE) Map																				
4.3C Water Quality Assessment Report (WQAR)																				
4.4C Noise Study Report																				
4.5C Noise Abatement Decision Report (NADR)																				
4.6C Visual Impact Assessment (VIA)																				
4.7C Farmland Technical Memorandum																				
4.8C Draft Relocation Impact Statement (DRIS)																				
4.9C Air Quality Analysis Report (AQA)																				
4.10C Paleontological Identification/Paleontological Eval Rpt (PIR/PER)																				
4.11C Archaeological Survey Report (ASR)/HPSR/HER																				
4.13B Natural Environment Study (NES)																				
4.14C CE/CE for Geotech Borings																				
4.15C Screencheck Draft IS/EA																				
4.16C Draft IS/EA																				
4.17C Obtain Approval to Circulate																				
4.18C Circulate Draft IS/EA																				
4.19C Community Impacts Assessment																				

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE

ESTIMATED HOURS AND FEE AMENDMENT No. 4
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY

Arellano

Task Description	Hours																	Subconsultants LSA = LSA Associates, Inc. PB = Parsons Brinckerhoff LEI = Leighton & Assoc OPC = Overland Pacific US = Utility Specialists AA = Arellano Associates ODC=Other Direct Costs	Total Estimated Hours	Total Estimate Fee (Amendment No. 4)
	Outreach Manager	Outreach Support	Outreach Support																	
	\$ 238	\$ 90	\$ 42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	Hrs	Sub	Dollars																	
5.0C Public Meetings and Outreach Conducted	11	5	16																32	\$ 3,737
5.1C Public Outreach Support and Public Meetings	11	5	16																32.00	\$ 3,737
6.0C Prepare Final Env Document, Final Project Report and Obtain Env Clr																			0	\$ -
6.1C Task Management and Meetings																				\$ -
6.2C Prepare Response to Comments Matrix																				\$ -
6.3C Select Preferred Project Alternative																				\$ -
6.4C Final Project Report																				\$ -
6.5C Final Environmental Document																				\$ -
6.6C NOD and NOA																				\$ -
7.0C Environmental Mitigation Negotiation and Permitting Complete																			0	\$ -
7.1C Resource Agency Permit Related Coordination																				\$ -
7.2C Federal Clean Water Act and California Fish and Game Code Permits																				\$ -
8.0C Geometric Approval Drawings Complete and Approved by Caltrans																			0	\$ -
8.1C Geometric Approval Drawings																				\$ -
9.0C Design Mapping and Surveys Complete Approved by Caltrans																			0	\$ -
9.1C Photogrammetric Surveys																				\$ -
9.2C Preliminary Right of Way Mapping																				\$ -
9.3C Land Net Mapping and Surveys / Pre-Con Record of Survey																				\$ -
10.0C Other Services Directed by the City																			0	\$ -
10.0C Other Services Directed by the City																				\$ -
10.1C Update Federal Funding Documentation																			0	\$ -
10.01C Updated Federal Funding Documentation																				\$ -
10.2C FASTLANE Funding Documentation																				\$ -
10.02C FASTLANE Funding Documentation																				\$ -
12.0C 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E																			0	\$ -
12.1C Task Management and Meetings																				\$ -
12.2C Design Surveys																				\$ -
12.3C Landscape and Aesthetics Plan																				\$ -
12.4C Bridge Site Data Submittal																				\$ -
12.5C Bridge Type Selection																				\$ -
12.6C Storm Water Data Report																				\$ -
12.7C Drainage Report																				\$ -
12.8C Transportation Management Plan Data Sheet																				\$ -
12.9C Geotechnical Design and Reports																				\$ -
15.0C Right of Way Legal/Plats and Appraisal Maps Complete																			0	\$ -
15.1C Task Management and Meetings																				\$ -
15.2C Right of Way Requirement Maps																				\$ -
15.3C Appraisal Map																				\$ -
15.4C Legal Descriptions																				\$ -
15.5C Right of Way Map																				\$ -
OTHER DIRECT COSTS FOR PHASE 1C																			1,900	\$ 1,900
C Reproduction & Mileage																				\$ -
C Appraisal and Review Appraisal																				\$ -
C Title																				\$ -
C Public Outreach Direct Costs																			1,900	\$ 1,900
PHASE 1 SUBTOTAL:	11	5	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0		32	\$ 5,637

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

Memorandum/ Progress Report #1

Client:	Michael Baker Company 3536 Concours, Suite 100 Ontario, CA 91764	Date:	November 30, 2017
		Project No.:	10326.001&2
		Project Name:	SR-60/Theodore St.
Attention:	Ms. Rebecca Young, PE	Sent By:	Simon Saiid, PE, GE

This report is to provide a status update of the various studies that Leighton is working on for the subject project. This report also summarizes the remaining/added scope required for the PA&ED phase.

INCLUSION OF A MANDATORY BORROW SITE

2.10 Preliminary Geotechnical Investigations:

Leighton will review available studies provided by Riverside County Department of Waste Resources and perform two (2) site visits to the mandatory borrow site to collect soil samples from Canyon 5 or Canyon 6, depending on accessibility, for further visual verification and laboratory testing. Laboratory testing will include R-value and corrosivity evaluation. Results will be included in the Preliminary Geotechnical Design Report (PGDR) and Preliminary Materials Report (PMR).

INCLUSION OF EUCALYPTUS AVENUE RE-ALIGNMENT (DESIGN VARIATIONS):

2.10C Preliminary Geotechnical Investigations and Environmental Studies:

Initial Site Assessment (ISA) - Leighton will update the Initial Site Assessment Report/Memorandum with the updated project description and update exhibits. It is assumed that approximately 70 parcels will be investigated for the purposes of the ISA.

Aerially Deposited Lead Survey - Leighton will update the Aerially Deposited Lead Report/Memorandum with the updated project description and update exhibits. Updates will incorporate the latest DTSC ADL agreement guidelines.

Asbestos and Lead-Based Paint Sampling - Leighton will update the Asbestos and Lead-Based Paint Sampling report/Memorandum for the bridge incorporating new project description and exhibits.

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

Preliminary Materials Report - Leighton will update the PMR with the updated project description and exhibits. Due to the large Traffic Index identified on the project, additional flexible pavement sections will be developed based on the mechanistic empirical pavement design guide (MEPDG) for the 40-year flexible sections.

Preliminary Geotechnical Design Report - Leighton will update the PGDR based on the updated project description and exhibits. It is assumed that the current analysis and recommendations are applicable to the design variations associated with the Eucalypts Avenue realignment. No additional site reconnaissance will be performed.

Fault Trenching - Fault trenching will be deferred to final design. Corresponding fees are proposed to be re-allocated to PS&E phase.

12.9 Final Geotechnical Reports

Final GDR, SGR, MR including all field investigations/drilling and laboratory testing will be deferred to final design/PS&E Phase. Corresponding fees are also proposed to be re-allocated to final design phase.

Meanwhile, if you have any questions regarding this report, please do not hesitate to call us. We appreciate this opportunity to be of service.

Respectfully submitted,
LEIGHTON CONSULTING, INC.



Simon I. Saiid, GE
Principal Engineer

Distribution: (1) Addressee (plus PDF copy)



ESTIMATED HOURS AND FEE AMENDMENT No. 4
 SR-60 AT THEODORE STREET INTERCHANGE
 CITY OF MORENO VALLEY

Leighton

Task Description	Hours																Subconsultants			Total Estimated Hours	Total Estimate Fee (Amendment No. 4)
	Sr. Principal Geologist/UC-Enviro	Sr. Principal Geologist/UC-Geology	Principal Engineer	Associate Geologist	Project Engineer	CAD Operator	GIS Analyst	Project Scientist	Staff Engineer	Staff Geologist	Word Processor	Project Accountant	Staff Scientist	Word Processor	Field Technicians	Hrs	Sub	Dollars			
	\$ 337	\$ 265	\$ 230	\$ 185	\$ 127	\$ 134	\$ 112	\$ 101	\$ 102	\$ 102	\$ 82	\$ 80	\$ 82	\$ 76	\$ 77						
PHASE 1C - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT																					
1.0C Draft Project Report Approved by Caltrans																					
1.1C Task Management and Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
1.2C Project Scoping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
1.3C Project Scheduling	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
1.4C Project Funding Support	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
1.5C Geometric Alternatives Analysis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
1.6C Traffic Analysis and Study	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
1.7C Obtain Right of Entry	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
1.8C Selection of Locally Preferred Alternative	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
1.9C Construction Phasing Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
1.10C Draft Project Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.0C Preliminary Engineering Studies Approved by Caltrans		4	48	40	164		24	80	44	40	22	16	74	40					\$ -		
2.1C Task Management and Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.2C Geometric Plans for Project Alternatives	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.3C Drainage Assessment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.4C Storm Water Data Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.5C Conceptual Stage Construction Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.6C Preliminary Transportation Management Plan Data Sheet	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.7C Utility Assessment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.8C Right of Way Data Sheets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.9C Life Cycle Cost Analysis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.10C Preliminary Geotechnical Investigations and Evaluation	-	4	48	40	164		24	80	44	40	22	16	74	40					\$ -		
2.11C Structure Advance Planning Study (APS)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.12C Conceptual Bridge Architecture	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.13C Preliminary Landscape and Aesthetics Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.14C Preliminary Cost Estimates	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.15C ICE Workshop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
2.16C Roundabout Workshop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
3.0C Fact Sheets for Exceptions to Design Standards Approved by Caltrans																			\$ -		
3.1C Fact Sheets for Exception to Design Standards	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.0B Prepare and Circulate Draft Environmental Document																			\$ -		
4.1C Task Management and Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.2C Area of Potential Effects (APE) Map	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.3C Water Quality Assessment Report (WQAR)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.4C Noise Study Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.5C Noise Abatement Decision Report (NADR)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.6C Visual Impact Assessment (VIA)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.7C Farmland Technical Memorandum	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.8C Draft Relocation Impact Statement (DRIS)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.9C Air Quality Analysis Report (AQA)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.10C Paleontological Identification/Paleontological Eval Rpt (PIR/PER)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.11C Archaeological Survey Report (ASR)/HPSR/HER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.13B Natural Environment Study (NES)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.14C CE/CE for Geotech Borings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.15C Screencheck Draft IS/EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.16C Draft IS/EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.17C Obtain Approval to Circulate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.18C Circulate Draft IS/EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
4.19C Community Impacts Assessment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826) : APPROVE



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BERKELEY
CARLSBAD

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PALM SPRINGS
PT. RICHMOND

RIVERSIDE
ROCKLIN
SAN LUIS OBISPO

January 10, 2018

Rebecca Young, P.E.
Michael Baker International
3536 Concours, Suite 100
Ontario, CA 91764

Subject: SR-60/Theodore Street Interchange – Design Variations – Environmental Scope of Services

Dear Ms. Young:

LSA is pleased to present this scope of services and budget to Michael Baker International (Michael Baker) for the State Route 60 (SR-60)/Theodore Street Interchange Project Design Variations (Design Variations) in the City of Moreno Valley (City). LSA has prepared this revised environmental scope of services and attached budget to reflect the effort required as a result of the proposed changes to the original SR-60/Theodore Interchange Project (Original Project Alternatives 2 and 6)]. The attached budget would be added to the remaining budget of approximately \$95,000 to complete the project.

The anticipated level of effort required to obtain environmental clearance for the current Build Alternatives and the Design Variations under both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) is an Initial Study/ Environmental Assessment (IS/EA) leading to a Mitigated Negative Declaration/Finding of No Significant Impact (MND/FONSI) with the following supporting technical studies (studies marked with an asterisk [*] will be provided by Michael Baker):

- Air Quality and Greenhouse Gases Analysis
- Air Quality Conformity Checklist and Report
- Noise Study Report
- Noise Abatement Decision Report
- Natural Environment Study
- Cultural and Paleontological Resources Analysis
- Geotechnical Study*
- Phase I Hazardous Waste Initial Site Assessment*
- Relocation Impact Statement
- Water Quality Assessment Report
- Visual Impact Assessment*
- Traffic Study*
- Community Impacts Assessment (including Farmland Impact Analysis)

The Design Variations are not anticipated to result in potentially significant impacts based on the analysis previously completed for the Original Project, and a higher-level environmental document than currently scoped (such as an Environmental impact Report/Environmental Impact Statement [EIR/EIS] under CEQA and NEPA) is not anticipated. If an EIR/EIS is required for environmental clearance of the Design Variations, a separate scope and budget will be prepared.

Environmental analyses will be conducted to meet CEQA and NEPA requirements and in accordance with the environmental review process for transportation projects, Federal Highway Administration

(FHWA) guidelines, and the guidelines on the California Department of Transportation (Caltrans) Standard Environmental Reference (SER) website. The level of effort anticipated for this Scope of Services does not include conducting requests for analyses that are not required in the Caltrans SER IS/EA Annotated Outline.

The scope of work presented below is based on LSA's understanding of the Design Variations, previous analysis of the Original Project, information provided by Michael Baker and the City, and extensive knowledge of the project area. Under the Design Variations, Eucalyptus Avenue would be realigned to intersect with Theodore Street approximately 900 ft south of the existing intersection with Theodore Street. Work anticipated as a result of the Design Variations includes extending the project schedule, updating information that may have become outdated as a result of the extended project schedule, additional meetings (Project Development Team [PDT], the City, Highland Fairview Properties, etc.), additional records searches and site surveys (noise, biological, cultural, and paleontological resources), and updated calculations/modeling based on the new project footprint, including the Design Variations.

LSA understands Michael Baker will contract separately to prepare a revised Traffic Study, Visual Impact Assessment, Geotechnical Study, and Initial Site Assessment. Michael Baker will also provide LSA with a revised Summary Floodplain Encroachment Report (SFER), Stormwater Data Report (SWDR), and Location Hydraulic Study (LHS). These reports will address the Design Variations and use of the Badlands Landfill as a Mandatory Borrow Site. All of these revised studies will be provided to LSA in PDF format to use as the basis for analysis in the Environmental Document.

We are looking forward to working with Michael Baker and the City on this project. If you have any questions concerning the attached scope of services, please contact me at (949) 553-0666 or by email at King.Thomas@lsa.net.

Sincerely,

LSA



King Thomas
Associate

Attachments: Scope of Services
Budget

SCOPE OF WORK

Environmental analyses will be conducted for the Eucalyptus Avenue Realignment (Alternatives 2 and 6 and the Design Variations and aesthetic treatments) to meet California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and in accordance with the environmental review process for transportation projects, Federal Highway Administration (FHWA) guidelines, and the guidelines on the California Department of Transportation (Caltrans) Standard Environmental Reference (SER) website. All revised technical studies and the revised Environmental Document (ED) will be reviewed by Caltrans. The level of effort for this scope of services and the associated budget assume one round of internal LSA project team review, one round of review by the City of Moreno Valley (City), and up to two rounds of Caltrans review for each deliverable (technical studies and Initial Study/Environmental Assessment [IS/EA]).

The ED will be prepared in accordance with the Caltrans SER, FHWA Technical Advisory T6640.8A, and Code of Federal Regulations (CFR) Title 23, Part 771. This scope of services is based on the IS/EA Annotated Outline (dated August 2, 2017). LSA will prepare an ED that incorporates the CEQA checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative effects of the project, mitigation measures, and a list of potential permits required. LSA will coordinate with Michael Baker International (Michael Baker) to prepare a revised project description to address the Design Variations as a separate deliverable in advance of Caltrans approval of the Draft Screencheck ED. As requested by the City, LSA will prepare an Executive Summary for inclusion in the ED; however, it should be noted that an Executive Summary is not included in the Caltrans SER IS/EA Annotated Outline, and Caltrans may require that it be deleted from the IS/EA.

Technical reports will address the Design Variations and use of the Badlands Landfill as a Mandatory Borrow Site.

The level of effort for this scope of work assumes a 18 month project schedule to obtain Caltrans approval of the revised/updated technical studies and the Final MND/FONSI.

ASSUMPTIONS

The level of effort for this scope of services assumes:

- LSA assumes that the Badlands Landfill is a mandatory borrow site for the SR-60/Theodore Interchange project and is a permitted borrow site environmentally cleared under CEQA and no further CEQA clearance is required for the use of borrow from the landfill site.
- No NEPA clearance is required for the use of borrow from the Badlands Landfill site for the SR-60 Theodore Interchange project.
- LSA is not responsible for offsite design work or related tasks as a result of realigning Eucalyptus Avenue.

- LSA is not responsible for tasks associated with a Specific Plan and/or a General Plan Amendment as a result of realigning Eucalyptus Avenue.

1.0 DRAFT PROJECT REPORT APPROVED BY CALTRANS

1.1 Task Management and Meetings

LSA key staff will attend biweekly conference calls with the Project Development Team (PDT) as needed to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. LSA will maintain a detailed project schedule that will include the progress of individual environmental tasks and a status of deliverables. LSA will conduct quality control and review of all the technical studies and EDs prepared as part of this scope of services based on LSA quality assurance/quality control (QA/QC) procedures and Caltrans QA/QC procedures, including the five-step NEPA QC process.

LSA will attend and participate in 24 monthly PDT meetings, 4 focused meetings with Caltrans, 12 City meetings, and 8 meetings with Highland Fairview Properties. The level of effort for this management and meetings task anticipates a 24-month project schedule.

Deliverables:

- Attendance at biweekly PDT conference calls
- Attendance at up to 4 focused meetings with Caltrans
- QA/QC documentation
- Attendance at up to 24 PDT meetings
- Attendance at up to 12 City meetings
- Attendance at up to 8 meetings with Highland Fairview Properties

Tasks below that have been completed and will not require additional work to evaluate the Design Variations are noted as “Completed.”

1.6 Traffic Analysis and Study

LSA will review the revised/updated traffic analysis (prepared by others) and will coordinate with Michael Baker regarding the traffic data required for use as the basis for preparing the Air Quality Analysis, the Noise Study Report (NSR), the project description, and the traffic section for the ED. LSA assumes that due to the extended length of the project schedule, the traffic analysis will be updated to include a revised horizon year.

1.7 Obtain Rights of Entry

LSA will coordinate with Michael Baker regarding renewing rights of entry for conducting site surveys for noise, biological resources, and cultural and paleontological resources. Tasks may include reviewing the rights-of-entry permits to confirm that Michael Baker has received rights of entry for

all parcels required to be surveyed and preparing a table that lists the rights of entry for each parcel, including property owner information and other information associated with each right-of-entry permit.

1.8 Selection of Locally Preferred Alternative

Selection of the Locally Preferred Alternative will not occur prior to public circulation of the Draft IS/EA.

4.0 PREPARE AND CIRCULATE DRAFT ED

4.1 Task Management

LSA will conduct quality control and review of all LSA technical studies and EDs prepared as part of this scope of services based on LSA QA/QC procedures and Caltrans QA/QC procedures, including the five-step NEPA QC process.

Deliverable:

- QA/QC documentation

4.2 Area of Potential Effects Map

The Area of Potential Effects (APE) Map has been previously reviewed by Caltrans and is the basis for the Historic Property Survey Report (HPSR) and associated documents. Revisions to the APE Map are required to incorporate the impact of the area associated with the Design Variations. The level of effort for this task assumes the Badlands Landfill borrow site and the haul route for hauling the fill to the project site are not included on the APE Map. The revised APE Map will require review and acceptance by Caltrans staff.

Deliverables:

- Draft APE Map
- Final APE Map

4.3 Water Quality Assessment Report

LSA will revise the approved Water Quality Assessment Report (WQAR) (approved February 2016) for the revised project. The project description, figures, regulatory requirements, and analysis section of the WQAR will be updated based on the revised project. The project engineer (Michael Baker) will provide LSA with updated information pertaining to the proposed best management practices (BMPs), disturbed soil area, and new impervious surface area for each alternative. In addition, revisions to hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based on topography and preliminary engineering plans will be provided by the project engineer (Michael Baker) and incorporated into the WQAR. The scope and budget to revise the WQAR based on the revised project include four rounds of review (one round by Michael Baker, one round by the City, and two rounds by Caltrans).

Deliverables:

- Draft Revised WQAR (8 hard copies and 1 CD-ROM)
- Final Revised WQAR (8 hard copies and 1 CD-ROM)

4.4 Noise Study Report

LSA will re-conduct noise level measurements to calibrate the FHWA's Traffic Noise Model (TNM) Version 2.5 and update the NSR to evaluate the Design Variations to identify traffic noise impacts and abatement measures using the FHWA's TNM Version 2.5. Noise abatement measures (noise barriers) designed to reduce long-term traffic noise impacts by 5 A-weighted decibels (dBA) or more, as required to be feasible, will be evaluated. The total reasonable allowance will be recalculated using the most recent cost allowance for each noise barrier. The remaining Caltrans review comments on the Draft NSR may need to be addressed.

Assumptions:

- Noise level measurements will be re-conducted to calibration the FHWA TNM version 2.5.

Deliverables:

- Draft Revised NSR (8 hard copies and 1 CD-ROM)
- Final Revised NSR (8 hard copies and 1 CD-ROM)

4.5 Noise Abatement Decision Report

LSA will update the Noise Abatement Decision Report (NADR) to include noise abatement measures identified for the Design Variations. The estimated noise barrier construction cost and nonacoustical factors related to feasibility will be obtained from the project engineer (Michael Baker). The report will update the summary of NSR results, the engineer's cost estimate for the evaluated abatement, nonacoustical factors related to feasibility, preliminary noise abatement decisions, and secondary effects of abatement (e.g., impacts on cultural resources, scenic views, agriculture, hazardous materials, and biology).

Assumption:

- Up to 25 mailings for the noise barrier survey

Deliverables:

- Draft NADR (8 hard copies and 1 CD-ROM)
- Final NADR (8 hard copies and 1 CD-ROM)
- Draft Noise Barrier Survey Memorandum
- Final Noise Barrier Survey Memorandum

4.6 Visual Impact Assessment

The revised/updated Visual Impact Assessment (VIA) is being prepared by Michael Baker. The Draft VIA has been approved by Caltrans. LSA will review the revised/updated VIA for use as the basis for preparing the visual impact section of the Draft IS/EA. Specifically, LSA will update the Draft IS/EA with information from the VIA regarding the revised bridge design elements (i.e., cladding and special columns).

4.7 Farmland Technical Memorandum¹

Original Farmland Scope. According to the California Department of Conservation's 2010 map denoting Riverside County Important Farmland, the northeastern quadrant of the project site is designated as Prime Farmland and Farmland of Statewide Importance. If farmlands will be disrupted by the proposed project, including the Design Variations, LSA will prepare Form AD 1006 for submittal to Caltrans. The results will determine whether mitigation is required. The Land Evaluation and Site Assessment (LESA), which was originally developed by the Natural Resources Conservation Service (NRCS), will be used to quantify the merits of retaining, in agricultural use, parcels proposed for conversion. The Farmlands Analysis was approved as part of the Draft Community Impact Assessment (CIA) in December 2015.

Farmlands Analysis Scope to Update the Farmlands Data and Address the Design Variations.

LSA will revise the existing Farmlands Analysis, which was approved as part of the CIA, within the CIA to address the Design Variations. All farmland data will be updated per currently available sources. The Regulatory and Existing Environmental Settings will be revised, as applicable, to reflect current changes in the agricultural background data and current land uses in the project area. Based on changes to farmland impacts, a new Farmland Conversion Impact Rating Form (NRCS-CPA-106) will be prepared and submitted to the NRCS. LSA will coordinate with the NRCS to complete the form. The Revised NRCS Form will be used as the basis for updating the impact analysis in the existing Farmlands Analysis.

Assumption:

- Assumes that Form AD 1006 will be prepared for submittal to Caltrans if farmlands will be disrupted by the proposed project (including the Design Variations).

Deliverables:

- Farmland section for incorporation into the CIA
- Completed NRCS Form

4.8 Draft Relocation Impact Memorandum

The Draft Relocation Impact Memorandum was approved in August 2015. Based on LSA's understanding of the current project description, the Design Variations would require one additional full residential acquisition; therefore, two residential properties would be fully acquired for the

¹ The Farmlands Analysis has been incorporated into the CIA (Task 4.14).

project. Based on Caltrans' SER Handbook, Volume 4 (2011), a Relocation Impact Memorandum will be required. LSA will prepare a revised Relocation Impact Memorandum to address the Design Variations suitable for incorporation into the CIA. The study will be prepared in accordance with Chapter 10, Relocation Impact Documents, of the Caltrans *Relocation Assistance and Housing Procedures Manual*. This task includes a site visit, research, and preparation of Caltrans Exhibit 10-EX-3. The study will also include the following items:

- Number and type of residential displacements;
- Current and anticipated availability of relocation resources; and
- A discussion of any relocation problems specific to this project, along with suggested solutions to those problems, if needed.

Assumption:

- Interviewing the affected owners and tenants and appraising the displaced properties, or portions thereof, shall be the responsibility of Caltrans because this is typically done after completion of the Project Approval/Environmental Documentation (PA/ED) phase, when the ED is certified.

Deliverables:

- Draft Revised Relocation Impact Memorandum (up to 8 hard copies and 1 CD-ROM)
- Final Revised Relocation Impact Memorandum (up to 8 hard copies and 1 CD-ROM)

4.9 Air Quality Analysis Report

LSA will update the approved Air Quality Analysis report (October 2015) to reflect the Design Variations for the Eucalyptus Realignment and to satisfy CEQA, State and federal environmental requirements, and conformity provisions of the Clean Air Act Amendments (CAAA) to support the ED. The proposed project is located within the South Coast Air Basin (Basin) region of Riverside County. Therefore, the project is subject to South Coast Air Quality Management District (SCAQMD) rules and regulations.

The updated Air Quality Analysis will be prepared in accordance with the following protocols and guidelines:

- Caltrans Transportation Project-Level Carbon Monoxide Protocol;
- FHWA/United States Environmental Protection Agency (EPA) Transportation Conformity Guidance for Quantitative Hot-Spot Analyses in PM_{2.5}¹ and PM₁₀² Nonattainment and Maintenance Areas;
- FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents; and
- Caltrans' policy on greenhouse gas (GHG) emissions.

The updated Air Quality Analysis will include the project listings from the latest Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal

¹ Particulate matter less than or equal to 2.5 microns in diameter.

² Particulate matter less than or equal to 10 microns in diameter.

Statewide Transportation Improvement Program (FSTIP), and will describe how the proposed project (including the Design Variations) is consistent with those listings. The updated Air Quality Analysis will make a final determination as to whether the Build Alternatives (including the Design Variations) will conform to applicable State and federal air quality plans. Mitigation measures will be defined for construction and/or operational impacts that are identified. Coordination with the EPA, Caltrans, and FHWA through the Southern California Association of Governments (SCAG) Transportation Conformity Working Group (TCWG) will be necessary to ensure that the proposed project would not violate air quality standards or exacerbate air quality in the Basin.

In addition to the Air Quality Analysis, LSA will prepare the “Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas” required for NEPA delegation.

This scope of work includes one submittal each of the Revised TCWG Particulate Matter Hot-Spot Form, Revised Air Quality Analysis, and Revised Air Quality Conformity Report and Checklist and coordination to address any follow-up questions or comments resulting in final versions of each deliverable. A more substantial effort to respond to questions or issues would require a change order to this agreement.

Deliverables:

- Draft Revised TCWG Particulate Matter Hot-Spot Form (1 hard copy)
- Final Revised TCWG Particulate Matter Hot-Spot Form (1 hard copy)
- Draft Revised Air Quality Analysis (8 hard copies and 1 CD-ROM)
- Final Revised Air Quality Analysis (8 hard copies and 1 CD-ROM)
- Draft Revised Air Quality Conformity Report and Checklist (8 hard copies and 1 CD-ROM)
- Final Revised Air Quality Conformity Report and Checklist (8 hard copies and 1 CD-ROM)

4.10 Paleontological Identification Report and Paleontological Evaluation Report

The previously approved Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) from July 2015 will be revised to address the Design Variations. The project description will be revised, new figures will be drafted, and various sections of the report will be revised to include changes in the geologic units mapped within the boundaries of the additional area impacted by the Design Variations and resulting changes in the recommendations. The PIR/PER will be prepared following the guidelines set forth in the Caltrans SER *Environmental Handbook, Volume 1, Chapter 8 – Paleontology* (Revised February 2015³), as well as guidelines developed by the Society of Vertebrate Paleontology (SVP) (1995⁴ and 2010⁵).

³ <http://www.dot.ca.gov/ser/vol1/sec3/physical/Ch08Paleo/chap08paleo.htm>, accessed February 2016.

⁴ Society of Vertebrate Paleontology. 1995. *Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources: Standard Guidelines*. Society of Vertebrate Paleontology News Bulletin, No. 163, January 1995: 22–27.

⁵ Society of Vertebrate Paleontology. 2010. *Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources*, Society of Vertebrate Paleontology. Impact Mitigation Guidelines Revision Committee. Pages 1–11.

The PIR/PER must be completed prior to PA/ED in order to minimize construction delays. The purpose of the PIR is to identify whether resources may be present within the project area, while the purpose of the PER is to evaluate the significance of the resources should any be determined to be present.

Assumption:

- The PIR and PER will be combined into a single document.

Deliverables:

- Draft Revised PIR/PER (8 hard copies and 1 CD-ROM)
- Final Revised PIR/PER (8 hard copies and 1 CD-ROM)

4.11 Historic Property Survey Report

This scope covers the additional effort required to update the HPSR to address the Design Variations (Alternatives 2B and 6B). These additional tasks are primarily associated with the continued development of the project's APE but include continued coordination with the project engineer and Caltrans, additional survey, continuity of Native American consultation, revisions to the HPSR and supporting documents, and associated responses to up to two rounds of Caltrans comments.

It is anticipated that responses to at least two rounds of substantive comments from Caltrans will be necessary for Caltrans approval of the HPSR due to the complexities of the project. Michael Baker will be notified in a timely manner regarding any further anticipated out-of-scope effort that would exceed the authorized budget for any tasks, including protracted coordination with Michael Baker, the City, Caltrans, or Native American Tribes.

All tasks and documents are scoped to be completed per the guidelines set forth in the Caltrans SER *Caltrans Environmental Handbook, Volume 2, Cultural Resources* (February 3, 2012) and the Programmatic Agreement among the FHWA, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer (SHPO), and Caltrans regarding compliance with Section 106 of the National Historic Preservation Act as it pertains to the administration of the Federal-Aid Highway Program in California (January 2004).

Assumptions for the HPSR, ASR, HRER and APE Map

- No substantial changes to the APE.
- The Badlands Landfill Site is not included in the APE.
- The haul route for fill transported from the Badlands Landfill to the project site is not included in the APE.
- No substantial changes in the project design, with the exception of the current plans for the Eucalyptus Realignment.
- HPSR will be updated per the revised HPSR template 9/25/17 on the Caltrans SER
- No additional records searches are required.
- No additional cultural resources identified.
- A total of 8 hours of LSA staff time is assumed to complete the Native American consultation.

- Follow-up survey, if required, is limited to 8 hours of LSA staff time.
- The level of effort for the cultural resources documents assumes no substantial Caltrans comments.

4.11.1 Archaeological Survey Report

Due to the expansion of the APE to address the Design Variations, revisions to the Archaeological Survey Report will be necessary.

4.11.2 Historic Resources Evaluation Report

Due to the expansion of the APE to address the Design Variations, revisions to the Historic Resources Evaluation Report will be necessary.

4.11.3 Native American Consultation

Due to the expansion of the APE to address the Design Variations, additional Native American consultation is necessary.

Assumptions:

- Negative results for archaeology/historic buildings
- Evaluation of up to three historic structures

Deliverables:

- Draft HPSR (8 hard copies and 1 CD-ROM)
- Final HPSR (8 hard copies and 1 CD-ROM)

4.12 Jurisdictional Delineation Report

LSA will update the Draft Jurisdictional Delineation (JD) report approved in February 2016 to include a field survey to identify any potential jurisdictional waters within the new Design Variations. The field work will be conducted in accordance with currently accepted United States Army Corps of Engineers (USACE) and California Department of Fish and Wildlife (CDFW) standards. The JD report will be updated to include potential jurisdictional waters found during the field survey. The report will identify and quantify jurisdictional areas and features, including a breakdown of wetlands and nonwetland waters of the United States. Impacts to waters will be analyzed in the Natural Environment Study (NES). All graphics will be updated to include the realignment of Eucalyptus Avenue and resulting new potential jurisdictional areas (if any). The JD will be submitted as an appendix to the NES.

Deliverables:

- Draft Revised JD Report (8 hard copies and 1 CD-ROM)
- Final Revised JD Report (8 hard copies and 1 CD-ROM)
- Revised Rapanos Form

4.13 Natural Environment Study

LSA will update the Draft NES approved in February 2016. LSA will conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species within the footprints of the Design Variations and to update new occurrences of sensitive species from the larger project footprint. A field survey will be conducted within the footprints of the Design Variations to document the habitat suitability of sensitive species identified in the literature review and previous studies. Focused species studies are not anticipated to be required and are not included in this scope of services. The location of sensitive biological resources present during the field survey will be mapped. In addition, areas that may be considered wetlands or jurisdictional waters will be mapped.

The NES and Multiple Species Habitat Conservation Plan (MSHCP) Consistency Report will be revised/updated. The NES will include, as necessary, updates of the field methods, lists of plant and animal species observed, general description of the plant communities occurring, and whether sensitive resources are found within the footprints of the Design Variations. All graphics will be updated to show the Design Variations and locations of any sensitive elements observed. The report will also update the impact analysis and avoidance, minimization, and mitigation measures.

The MSHCP Consistency Report will be revised/updated to address MSHCP conservation requirements, riparian/riverine and vernal pool objectives, and species objectives identified during the general field survey conducted as part of the NES. The report will identify requirements pursuant to the MSHCP objectives and updated graphics, including the new alignment and MSHCP consistency requirements. The MSHCP Consistency Report will be submitted as an appendix to the NES.

The proposed scope of services includes preparation of a draft NES to be reviewed by Michael Baker, the City, and Caltrans. LSA will prepare and distribute up to eight copies of the NES for each of the two review cycles before the final is submitted. LSA will respond to comments and update the NES as needed for the completion of each cycle.

Deliverables:

- Draft Revised NES (8 hard copies and 1 CD-ROM)
- Final Revised NES (8 hard copies and 1 CD-ROM)

4.14 Community Impacts Assessment (*New Task and Associated Budget*)

LSA will update and revise the Draft CIA approved in October 2015 to address the current Build Alternatives and Design Variations. LSA will prepare a CIA in accordance with the guidelines found in the FHWA Technical Advisory T6640.8A and the Caltrans *Community Impact Assessment Handbook* (2011). The approved CIA incorporated demographic data from the 2008-2012 American Community Survey (ACS) data set compiled by the United States Census Bureau. LSA will update the CIA to reflect the 2012-2016 ACS data, which is scheduled for release in December 2017. The project's socioeconomic impacts will also be updated to reflect the updated right-of-way required for the current Build Alternatives and Design Variations and current parcel data compiled by the Riverside County Assessor's Office. The CIA will be updated to include the following:

- An updated project description of the current Build Alternatives and Design Variations
- An analysis of the potential community impacts associated with hauling 1.5 million cubic yards of fill from the Badlands Landfill (1.5 miles north of SR-60/Theodore) to the project site
- An updated description of existing and planned land uses that reflects the approval of the World Logistics Center Specific Plan
- An updated description of public facilities and services, and utilities, as well as housing, employment, and population conditions in the vicinity of the project site
- An updated discussion of socioeconomic impacts that addresses the potential population and local business community impacts, including land use compatibility, community character and cohesion, property and sales tax revenue losses, and employment impacts for the current Build Alternatives and Design Variations
- Updated analysis of the current Build Alternatives' consistency with relevant local, regional, and State regulations and plans and its potential impacts on public facilities, services, and utilities in the vicinity
- Updated inventory of any potential temporary or permanent easements and full or partial acquisitions required for the current Build Alternatives and Design Variations and summarization of the information and conclusions regarding displacements included in the updated Draft Relocation Impact Memorandum prepared for the current Build Alternatives and Design Variations
- Updated analysis regarding whether the current Build Alternatives and Design Variations will potentially result in disproportionately high or adverse effects on low-income or minority (environmental justice) populations and a determination regarding the project's potential to affect such populations, pursuant to Executive Order (EO) 12898
- Updated analysis of any farmlands affected by the current Build Alternatives and Design Variations
- An updated summary of community outreach and involvement activities undertaken in support of the project, and an updated analysis of the potential for the current Build Alternatives and Design Variations to result in growth-related effects

The CIA will evaluate up to two different Build Alternatives, both of which would also include the Design Variations associated with the Eucalyptus Street realignment. The scope and cost assume two rounds of Caltrans review of the Draft CIA and one round of Caltrans review of the Final CIA prior to Caltrans approval of the CIA.

Deliverables:

- Draft Revised CIA (8 hard copies and 1 CD-ROM)
- Final Revised CIA (8 hard copies and 1 CD-ROM)

4.15 Categorical Exemption/Categorical Exclusion for Geotechnical Borings and Field Surveys

To provide information needed for preliminary design, geotechnical boring and field survey activities will need to be conducted as an early task in the engineering effort. LSA will prepare up to two Class 6 Categorical Exemptions pursuant to Section 15306 of the CEQA Guidelines (one for the geotechnical borings and one for the field surveys) for Caltrans approval, and a federal Categorical Exclusion pursuant to United States Code (USC) Title 23, Section 326, for approval by Caltrans. LSA

will also prepare two Natural Environment Study-Minimal Impacts (NES-MIs) in support of the Categorical Exemption/Categorical Exclusions (CE/CEs) (one NES-MI for each CE/CE). LSA will provide Caltrans up to six copies of each CE/CE. Once the CE/CE is approved, LSA will file it with the State Clearinghouse and the Riverside County Clerk.

Deliverables:

- NES-MI supporting the Class 6 CE for the geotechnical borings (8 hard copies and 1 CD-ROM)
- NES-MI supporting the Class 6 CE for the geotechnical field survey (8 hard copies and 1 CD-ROM)
- NES-MI supporting the federal CE (8 hard copies and 1 CD-ROM)

4.15.1/4.15.2 Natural Environment Study-Minimal Impact for Geotechnical Field Surveys and Geotechnical Boring

The NES-MI(s) prepared for geotechnically related activities will be conducted in accordance with Caltrans guidance to satisfy the requirements of CEQA and NEPA.

LSA will conduct a literature review to assist in determining the existence and potential occurrence of sensitive plant and animal species on site or in the project vicinity. Federal and State lists of sensitive species and current database records, including the California Natural Diversity Database (CNDDDB) (CDFW 2016) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner et al. 2016), will be examined. In addition, biological studies prepared for the larger SR-60/Theodore Street Interchange project will be reviewed. In accordance with Caltrans guidelines, LSA will request from the United States Fish and Wildlife Service (USFWS) a list of threatened and endangered species known from the project vicinity using the USFWS IPaC (Information, Planning, and Conservation System). The results of the records search will be summarized in a table and included in the NES-MIs.

To verify the CNDDDB search for listed and special-status species, the field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., plant and animal species and habitats) and to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. In addition, a discussion of any areas that may be considered wetlands or jurisdictional waters will be provided in the NES-MIs.

LSA will prepare an NES-MI report to include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and animal species present within the project area and a general description of the plant communities occurring. If any sensitive resources are found on site, LSA will prepare and include in the NES-MI a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Tables describing sensitive species and their habitats that are present or potentially present will also be provided in the report. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Conceptual mitigation measures will also be included as necessary.

The proposed scope of services includes preparation of one NES-MI for the geotechnical field survey and a separate NES-MI for the geotechnical borings to be reviewed by Michael Baker, the City, and Caltrans.

Deliverables:

- CE/CE Boring Notice of Exemption Form (8 copies and 1 CD-ROM)
- Draft NES-MI (8 hard copies and one CD-ROM)
- Final NES-MI (8 hard copies and one CD-ROM)

4.16 Screencheck Draft IS/EA

LSA will revise the completed Screencheck Draft IS/EA to reflect the results of the technical studies that were updated to address the Design Variations. The Screencheck Draft IS/EA will incorporate the CEQA Checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an Environmental Commitment Record (ECR), and a listing of environmental (and related) permits required for implementation of the Modified Project. As discussed above, although not included in the Caltrans SER IS/EA Annotated Outline, LSA will prepare an Executive Summary for inclusion in the ED at the City's request.

Tasks to be completed by LSA include:

- Prepare a Screencheck Draft IS/EA following the guidance stated above;
- Revise the Screencheck Draft IS/EA per internal Michael Baker review comments and submit it for review and approval (1 hard copy and 1 CD-ROM);
- Revise the Screencheck Draft IS/EA per City comments and submit it for review and/or approval (up to 3 hard copies and 2 CD-ROMs);
- Prepare an ED Preparation and Review Tool and an External Quality Control (QC) Certification Sheet for submittal to Caltrans along with the Screencheck Draft IS/EA;
- Revise the Screencheck Draft IS/EA per Caltrans comments and submit it for review and/or approval (up to 12 hard copies and 6 CD-ROMs); and
- Resolve any additional comments in a workshop setting.

Deliverable:

- Screencheck Draft IS/EA with ED Preparation and Review Tool and an External QC Certification Sheet (up to 12 hard copies and 6 CD-ROMs)

NOTE

The subsequent tasks have not yet been completed under the previous scope of work prepared for the original SR-60/Theodore Street Interchange Project. The budget has been amended to accommodate the additional work required to add the additional alternatives.

4.17 Draft Initial Study/Environmental Assessment

The Draft IS/EA with an updated ED Preparation and Review Tool and an External QC Certification Sheet will be submitted to Caltrans District 8 for signature. Because the Modified Project is an interchange improvement project, it is anticipated that a Routine IS/EA will be applicable as opposed to a Complex IS/EA. A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment. Per the SER, legal review is only required for Draft EISs and individual Section 4(f) Evaluations; therefore, legal review is not specified.

Assumptions:

- A Routine IS/EA would be approved by the Caltrans District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment.
- No legal review is required.

Deliverables:

- Final Draft IS/EA (up to 12 copies and 1 CD-ROM)
- ED Preparation and Review Tool
- External QC Certification Sheet

4.18 Obtain Approval to Circulate (*No Scope or Budget Change*)

Once Caltrans District 8 is satisfied with the Draft IS/EA and issues an approval letter, LSA will work in close coordination with the Caltrans Environmental Coordinator to prepare all required notices to circulate the Draft IS/EA. Tasks to be completed by LSA include:

- Prepare the Notice of Completion (NOC) to be transmitted to the Office of Planning and Research (OPR)
- Prepare the Notice of Availability (NOA) of the IS/EA, Notice of Intent to Adopt an MND (NOI), and Notice of Public Hearing (NOPH)
- Submit all notices to Caltrans for approval and signatures

Deliverables:

- Approved Circulation of Draft IS/EA

4.19 Circulate Draft Initial Study/Environmental Assessment (*No Scope or Budget Change*)

Following approval of the Draft IS/EA, the NOA, NOI, and NOPH will be prepared for publication. The notices will be placed at least once in general-circulation newspapers, posted on and off site, and mailed directly to owners and occupants of contiguous properties. LSA will assist in conducting a formal public hearing. A Record of Public Hearing will be prepared and submitted to Caltrans. The public hearing will conform to the requirements of Caltrans' *Project Development Procedures Manual*, Chapter 11, and Article 7. When approval to circulate has been obtained from Caltrans and confirmed by the signed title sheet, LSA will circulate the Draft IS/EA with an unsigned

MND/Finding of No Significant Impact (FONSI) in accordance with the requirements of the Caltrans' SER. Before the Draft IS/EA is circulated, the Draft Project Report must be approved to ensure that the project concept in the Draft IS/EA is consistent with the Draft Project Report. The Draft IS/EA will be circulated to responsible agencies; trustee agencies; State, federal, and local agencies that have jurisdiction by law; bordering cities and counties; and other applicable groups or persons as suggested in the Caltrans SER. The California Transportation Commission (CTC) must review all projects that receive State highway funds. LSA will coordinate with Caltrans District 8 Environmental staff for transmittal of the Draft IS/EA to the CTC. Tasks to be completed by LSA include:

- Prepare up to 25 hard copies of the Draft IS/EA, up to 25 hard copies of the Executive Summary, and up to 200 CD-ROMs containing electronic files of the Draft IS/EA and Executive Summary;
- Submit an NOC and copies of Draft IS/EA to the State Clearinghouse;
- Distribute the Draft IS/EA to federal, State, and local agencies, as well as interested parties contained on the Master Distribution list for review and comments;
- Coordinate with the Caltrans to post the electronic version of the Draft IS/EA on the websites for public review and comments;
- File an NOI/NOA with the State Clearinghouse and County Clerk; and
- Maintain and update the distribution and invitation lists throughout the environmental review process.

Deliverables:

- Draft IS/EA (25 hard copies)
- Executive Summary (25 hard copies)
- 200 CD-ROMs containing electronic files of the Draft IS/EA and the Executive Summary
- Updates to the Master Distribution/Invitation Lists

5.0 PUBLIC MEETINGS AND OUTREACH CONDUCTED *(No Scope or Budget Change)*

5.1 Public Outreach Support and Public Meetings

LSA staff will provide limited assistance to plan and coordinate the public information meeting to be conducted during public review of the Draft IS/EA. The LSA Environmental QA/QC Principal (if requested) and Project Manager will attend the public meeting. LSA will provide up to four additional staff to attend the public meeting and staff the environmental stations during the meeting.

6.0 PREPARE FINAL ED AND OBTAIN ENVIRONMENTAL CLEARANCE

6.1 Task Management/Quality Assurance/Quality Control

LSA will conduct QC and review of all technical documents and EDs prepared as part of this scope of services based on LSA QA/QC procedures and Caltrans QA/QC procedures, including the five-step NEPA QC process.

Deliverable:

- QA/QC documentation

6.2 Prepare Response to Comments Matrix (*No Scope or Budget Change*)

LSA will maintain documentation and provide responses to internal and public comments on the Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made will be included in the revised Draft and Final IS/EAs. The response-to-comments matrix will be provided to Caltrans for review and concurrence prior to finalization of the Draft and Final IS/EAs.

Deliverable:

- Response to Comments Matrix (1 hard copy and 1 CD ROM)

6.3 Select Preferred Project Alternative

This task is not included in LSA's scope of services.

6.4 Final Project Report

This task is not included in LSA's scope of services.

6.5 Final ED (*No Scope Change and Minor Budget Change*)

After public distribution of the Draft ED, LSA will prepare a Final ED to document the selection of the preferred alternative and address public comments on the Draft IS/EA.

The Final ED will be submitted to Caltrans for review. Comments will be resolved in a workshop setting.

Environmental Commitment Record (*No Scope or Budget Change*). LSA will develop an ECR to be included with the Final IS/EA submittal. The plan will identify avoidance, minimization, and/or mitigation measures necessary to reduce potential significant environmental impacts to a less than significant level. The ECR will identify all design, construction, and post-regulatory mitigation requirements; the responsible party; timing; and verification. Monitoring may include the submittal of monitoring sheets/reports to Caltrans and other agencies.

Final ED (MND/FONSI) (*No Scope or Budget Change*). Following development of the ECR, the Final IS/EA will be prepared and submitted for approval. The proposed MND will be signed and incorporated into the Final IS/EA. The Final IS/EA will also become part of the Project Report. The Final IS/EA will be submitted for approval and signature along with the Checklist for Final Documents and a request to issue a FONSI. Following Caltrans review, any comments will be

addressed and the Final IS/EA will be resubmitted. LSA will coordinate with Caltrans District 8 Environmental staff for transmittal of the approved MND/FONSI and IS/EA to the CTC.

Deliverables:

- Approved ECR
- Draft IS/EA(up to 20 hard copies and 20 CD-ROMs)
- Final IS/EA (up to 20 hard copies and 20 CD-ROMs)

6.6 Notice of Determination and Notice of Availability (*No Scope or Budget Change*)

Filing of the NOD completes the CEQA ED process. A Draft NOD will be prepared and submitted to Caltrans for review and comment. Following this review, a final NOD will be prepared and submitted to Caltrans. LSA will send a copy of the NOD and a copy of the NOA for the FONSI to the OPR along with proof of payment of an environmental filing fee to the CDFW. The estimated filing fees to be paid directly by the City include the \$2,216.25⁶ CDFW environmental filing fee and a \$50 County processing fee. However, the CDFW and County filing fees are subject to change and the City is responsible for the cost of the filing fees at the time the NOD is filed.

LSA will also prepare a draft statute of limitations (SOL) notice for submittal to Caltrans for its review and transmittal to the FHWA for publication in the Federal Register. Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Section 6002 established a 180-day SOL on claims against the United States Department of Transportation and other federal agencies for certain environmental and other approval actions if certain circumstances apply. The enactment of MAP-21 revised this to a 150-day SOL.

Assumption:

- The estimated filing fees to be paid directly by the City include a \$2,216.25 CDFW environmental filing fee and a \$50 County processing fee. The CDFW and County filing fees are subject to change and the City is responsible for the cost of the filing fees at the time the NOD is filed.

Deliverables:

- Filed NOD
- Filed NOA – FONSI

⁶ The CDFW filing and County processing fees noted above are current as of January 1, 2017, but are subject to change. Therefore, fees may be higher by the time the NOD is filed.

7.0 ENVIRONMENTAL MITIGATION NEGOTIATION AND PERMITTING (*No Scope or Budget Change*)

7.1 Resource Agency Permit-Related Coordination

Regulatory permits may be required for impacts to jurisdictional waters of the United States and State from the USACE, State Water Resources Control Board (SWRCB), and CDFW. The accurate permitting requirements cannot be determined until the NES and JD report are prepared.

7.2 Federal Clean Water Act and California Fish and Game Code Permits

Without the finalized NES and JD, the following reflects LSA's best estimate and assumptions for the federal Clean Water Act (CWA) and California Fish and Game Code permits.

Permit Preparation. LSA will prepare packages for submittal to the USACE, the CDFW, and the Regional Water Quality Control Board (RWQCB) to obtain the required authorizations pursuant to Section 404 of the CWA, Sections 1600 et seq. of the California Fish and Game Code, and Section 401 of the CWA, respectively, for any disturbance to the potential streambed between the Theodore Street and Gilman Springs interchanges. It is necessary that the project design be sufficiently complete to identify all permanent and temporary construction impacts before the permitting process is initiated.

Streambed Alteration Agreement Package. The CDFW is empowered to issue agreements for any alteration of a river, stream, or lake where fish or wildlife resources may be adversely affected. In order to obtain a Streambed Alteration Agreement (SAA), LSA will prepare and submit to the CDFW a Notification of Streambed Alteration for the proposed project. The notification letter will include the following information and attachments.

- A discussion, with supporting figures, of existing and/or potential biological resources, project impacts to the CDFW jurisdictional area, and mitigation measures to compensate for anticipated project impacts;
- A completed Notification Form and Project Questionnaire;
- A complete set of project design/construction plans and drawings;
- A copy of the JD, compensatory mitigation plan, and Storm Water Pollution Prevention Plan (SWPPP);
- Evidence of local project CEQA certification; and
- A check for payment of the application fee to be paid by the City (this fee is not included in the current fee for this proposal).

Section 404 Authorization Request. Obtaining authorization under Section 404 requires that the applicant (the City of Moreno Valley) prepare a notification requesting authorization for fill of jurisdictional waters. In this case, it is anticipated that the proposed impacts would be authorized under a nationwide permit (NWP). LSA will prepare and submit an NWP Preconstruction Notification to the USACE. The notification will include the following information and attachments:

- A detailed project description, including the project’s background;
- A discussion (with supporting figures) of existing and/or potential biological resources, project impacts to USACE jurisdictional areas, and mitigation measures to compensate for anticipated project impacts;
- A complete set of project design/construction plans and drawings;
- A copy of the JD, compensatory mitigation plan, and SWPPP;
- A copy of the cultural resources report;
- A copy of the Section 401 Water Quality Certification package; and
- Evidence of local project CEQA certification.

Section 401 Certification of Water Quality Request. To issue authorization for fill of waters under Section 404 of the CWA, the USACE is required to ensure that the RWQCB has issued a Certification of Water Quality or waste discharge requirements in compliance with Section 401 of the CWA. LSA will prepare and submit a Request for Water Quality Certification to the RWQCB. The request letter will include the following information and attachments:

- A completed Section 401 Water Quality Certification Form, including the required supplemental text and figures;
- A complete set of project design/construction plans and drawings;
- A copy of the JD, compensatory mitigation plan, and SWPPP;
- A copy of the Section 404 Authorization package;
- Evidence of local project CEQA certification; and
- A check for payment of the application fee to be paid by the City (this fee is not included in current fee for this proposal).

Compensatory Mitigation Plan. LSA will coordinate with the City to prepare a compensatory mitigation plan for the project. LSA will also consult with resource agency personnel prior to preparing the compensatory mitigation plan to negotiate proposed mitigation strategies to be described in the compensatory mitigation plan. On-site mitigation is generally preferred over off-site mitigation or contribution to an in-lieu fee program.

LSA will develop the compensatory mitigation plan to achieve the mitigation criteria as set forth in the ED and MSHCP compliance, and as anticipated to be required by the resource agencies as permit conditions designed to offset impacts to jurisdictional waters and sensitive habitats. This mitigation plan will include a general evaluation of the project’s impacts, the location of potential mitigation areas/sites, habitat types to be created or enhanced, the general implementation strategy, the supporting rationale, and target and ultimate performance standards for the mitigation measures. LSA will also develop basic revegetation strategies addressing hydrological requirements, soils requirements, general species selection, types of revegetation to be employed, sources for plant materials, planting techniques, monitoring and maintenance, and documentation of results.

The compensatory mitigation plan will be provided in draft form for review by the City. Following City staff review, LSA will assist the City in coordinating with the appropriate resource agencies to obtain their concurrence on the mitigation plan.

Assumptions:

- An NWP, rather than an Individual Permit, will be required for the USACE 404 permit.
- There will be one stream/drainage crossing.
- The mitigation in the MSHCP and the Determination of Biologically Equivalent or Superior Preservation will be used for the coordinated CDFW 1600 permit.
- One tri-agency meeting will be held with the Regional Conservation Authority to negotiate mitigation and permitting requirements.
- A check for payment of the application fees will be paid by the City for the CDFW 1600 Permit and RWQCB Applications (these fees are not included in the fee proposal)
- A Final Hydrology Report has been approved by the City and Caltrans.
- A Final HPSR will be approved and signed by Caltrans and SHPO if required.

Deliverables:

- USACE 404 Permit Application (6 hard copies)
- RWQCB 401 Permit Application (6 hard copies)
- CDFW 1600 Permit Application (SAA Package) (6 hard copies)

EXHIBIT 10-H COST PROPOSAL (Page 1 of 2)
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant **LSA Associates, Inc.** Contract No. **801 0052 70 77** Date **1/11/2018**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal/QA/QC	R. McCann	106	\$ 115.83	\$ 12,277.98
Associate Environmental	K. Thomas	509	\$ 53.83	\$ 27,399.47
Principal Biology	B. Selna	22	\$ 58.40	\$ 1,284.80
Principal Air/Noise	T. Chung	16	\$ 68.86	\$ 1,101.76
Principal Cultural Resource	D. McLean	40	\$ 62.96	\$ 2,518.40
Associate Environmental	N. West	160	\$ 52.75	\$ 8,440.00
Senior AQ Specialist	R. Bruggen	58	\$ 41.00	\$ 2,378.00
Associate Biology	D. Woodard	84	\$ 42.88	\$ 3,601.92
Senior Noise Specialist	J. Lui	264	\$ 42.03	\$ 11,095.92
Senior Environmental Planner	D. Atwater	200	\$ 37.90	\$ 7,580.00
Assistant Environmental Planner	C. McDonell	68	\$ 24.04	\$ 1,634.72
Associate Biology	S. Spencer	136	\$ 40.75	\$ 5,542.00
Senior Cultural Resources Manager	C. Tibbet	100	\$ 38.46	\$ 3,846.00
Senior Paleontological Resources Manager	S. Rieboldt	42	\$ 38.15	\$ 1,602.30
Senior Editor	S. Dong	0	\$ 34.41	\$ -
Biologist	L. Magee	12	\$ 37.50	\$ 450.00
Cultural Resources Manager	E. Bechtel	62	\$ 27.14	\$ 1,682.68
Associate Office Assistant	M. Zentner	0	\$ 24.04	\$ -
Senior Cultural Resources Manager	R. Goodwin	0	\$ 33.36	\$ -
GIS Specialist	J. Dean	0	\$ 27.88	\$ -
Graphics Technician	M. Phillips	2	\$ 40.58	\$ 81.16
Technical Editor	M. Mello	106	\$ 26.50	\$ 2,809.00
Editor	E. James	0	\$ 27.24	\$ -
Administrative Assistant	I. Rojas	0	\$ 20.76	\$ -
Office Assistant	L. Makakaufaki	84	\$ 20.76	\$ 1,743.84
Senior GIS Specialist	M. Canterbury	244	\$ 34.67	\$ 8,459.48
Associate - Technical Editor	B. Inloes	62	\$ 35.44	\$ 2,197.28
Word Processor	A. Hernandez	52	\$ 26.20	\$ 1,362.40
Word Processor	C. Virgil	54	\$ 27.49	\$ 1,484.46
Assistant Environmental Planner	A. Bean	383	\$ 25.00	\$ 9,575.00
Total Hours		2,866		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 120,148.57
b) Anticipated Salary Increases (see page 2 for sample)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 120,148.57

FRINGE BENEFITS

d) Fringe Benefits (Rate)	94.95%	e) TOTAL FRINGE BENEFITS [(c) x (d)]	\$ 114,081.07
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INDIRECT COSTS

f) Overhead (Rate)		g) Overhead [(c) x (f)]	\$ -
h) General and Administrative (Rate)	92.48%	i) Gen & Admin [(c) x (h)]	\$ 111,113.40
		j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 225,194.46

FEE (Profit)

q) (Rate)	10.00%	k) TOTAL FIXED PROFIT [(c) + (j) x (q)]	\$ 34,534.30
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OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/ Mileage Costs (supported by consultant actual costs)		\$ -	\$ -
m) Equipment Rental and Supplies (itemize)		\$ -	\$ -
n) Permit Fees (itemize), Plan Sheets (each), Test Holes (each), etc.		\$ -	\$ -
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	1	\$ 40,000.00	\$ 40,000.00
p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]			\$ 40,000.00
TOTAL COST [(c) + (j) + (k) + (p)]			\$ 419,877.34

Notes:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO

ESTIMATED HOURS AND FEE AMENDMENT No. 4
 SR-60 AT THEODORE STREET INTERCHANGE
 CITY OF MORENO VALLEY

LSA

Task Description	Hours																				Subconsultants ODC=Other Direct Costs			Total Estimated Hours	Total Estimate Fee (Amendment No. -4)				
	Principal/QA/QC	Associate Environmental	Principal Biology	Principal Air/Noise	Principal Cultural Resource	Associate Environmental	Senior AQ Specialist	Associate Biology	Senior Noise Specialist	Senior Environmental Planner	Assistant Environmental Planner	Associate Biology	Senior Cultural Resources Manager	Senior Paleontological Resources Manager	Biologist	Cultural Resources Manager	Graphics Technician	Technical Editor	Office Assistant	Senior GIS Specialist	Associate Technical Editor	Word Processor	Word Processor			Assistant Environmental Planner	Hrs	Sub	Dollars
	\$ 366	\$ 170	\$ 185	\$ 218	\$ 199	\$ 167	\$ 130	\$ 136	\$ 133	\$ 120	\$ 76	\$ 129	\$ 122	\$ 121	\$ 119	\$ 86	\$ 128	\$ 84	\$ 66	\$ 110	\$ 112	\$ 83	\$ 87			\$ 79			
PHASE 1C - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT																													
1.0C Draft Project Report Approved by Caltrans	1	4																											
1.1C Task Management and Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1.2C Project Scoping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1.3C Project Scheduling	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1.4C Project Funding Support	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1.5C Geometric Alternatives Analysis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1.6C Traffic Analysis and Study	1	2																						2					
1.7C Obtain Right of Entry	-	2																						4					
1.8C Selection of Locally Preferred Alternative	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1.9C Construction Phasing Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1.10C Draft Project Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.0C Preliminary Engineering Studies Approved by Caltrans																													
2.1C Task Management and Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.2C Geometric Plans for Project Alternatives	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.3C Drainage Assessment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.4C Storm Water Data Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.5C Conceptual Stage Construction Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.6C Preliminary Transportation Management Plan Data Sheet	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.7C Utility Assessment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.8C Right of Way Data Sheets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.9C Life Cycle Cost Analysis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.10C Preliminary Geotechnical Investigations and Evaluation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.11C Structure Advance Planning Study (APS)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.12C Conceptual Bridge Architecture	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.13C Preliminary Landscape and Aesthetics Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.14C Preliminary Cost Estimates	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.15C ICE Workshop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.16C Roundabout Workshop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3.0C Fact Sheets for Exceptions to Design Standards Approved by Caltrans																													
3.1C Fact Sheets for Exception to Design Standards	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4.0B Prepare and Circulate Draft Environmental Document	102	489	20	14	38	156	58	82	262	200	68	136	96	38	8	60	2	100	78	240	62	52	54	364					
4.1C Task Management and Meetings	26	293																							18				
4.2C Area of Potential Effects (APE) Map	1	8			4					32	8		20			10			2	40					30				
4.3C Water Quality Assessment Report (WQAR)	4	4				8													4	6	6	4	4	12					
4.4C Noise Study Report	6	8		6			2		196							2	3		6	14	8	8	8						
4.5C Noise Abatement Decision Report (NADR)	4	4							50												8	8	8						
4.6C Visual Impact Assessment (VIA)		2				2				2														2					
4.7C Farmland Technical Memorandum	2	2				6													4	4	2		2	12					
4.8C Draft Relocation Impact Statement (DRIS)	2	4								4									2	2	4	2	2						
4.9C Air Quality Analysis Report (AQA)	7	22		4		2	40				20								4	4	4	4	8						
4.10C Paleontological Identification/Paleontological Eval Rpt (PIR/PER)	1	2			2								10						2	4	4	2	2	2					
4.11C Archaeological Survey Report (ASR)/HPSR/HER	3	4			18					64	36		56	12		40		16	24	16				76					
4.13B Natural Environment Study (NES)	2	8	14					42					76						8	6	14								
4.14C CE/CE for Geotech Borings	2	12	2					24				42						10	4	4				20					
4.15C Screencheck Draft IS/EA	22	56	2	2	4	12	8	12	8	44		12	12	12	4	4		20	8	64	16	16	16	120					
4.16C Draft IS/EA	10	20	2	2	2	2	8	4	8	12		6	8	4	4	6		8	4	24	10	8	8	44					
4.17C Obtain Approval to Circulate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4.18C Circulate Draft IS/EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4.19C Community Impact Assessment	10	40				8	120			42	4							31	8	48				20					

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE



2280 Market Street, Suite 200
Riverside, CA 92501
951.683.2353 ph | 951.683.3901 fax

April 25, 2017

Rebecca Young, P.E., Project Engineer
Michael Baker International, Inc.
3536 Concourses Street, Suite 100
Ontario, CA 91764
VIA EMAIL: Ryoung@MBakerIntl.com

RE: SR-60 at Theodore Street Interchange Project - Change Order Proposal

Dear Ms. Young:

On Behalf of **Overland, Pacific & Cutler, Inc. (OPC)**, I would like to thank you for giving us the opportunity to submit this change order proposal to provide Michael Baker International, Inc. (MBI) with additional cost estimation and Caltrans right of way data sheet preparation services.

Project Understanding

It is our understanding an alignment shift is proposed to both Alternative 2 and 6, resulting in significant changes to the right of way impacts as identified in the approved January 25, 2016 Right of Way Data Sheets. It is anticipated that both new alternatives, Alternative 2a and 6a, will impact approximately seventy-six (76) parcels with sixty-five (65) common to Alternative 2 and 6, and six (6) parcels for a landfill property to be utilized for borrow material and common to all four (4) alternatives. MBI is requesting OPC to prepare one (1) preliminary right of way cost estimate and one (1) Caltrans Right of Way Data Sheet as required by the Caltrans Right of Way Manual for each of the new design alternatives. Also requested are updates to the approved January 25, 2016 Right of Way Data Sheets for Alternatives 2 and 6 to include the landfill property impacts. It is also expected that OPC update signatures/dates to the January 25, 2016 Right of Way Data Sheets for each of the original alternatives as a result of the delay to the project schedule.

Scope of Services

The following scope of services is anticipated for this project:

Project Management

1. Track and manage all budgetary-related aspects of OPC's Scope of Work.
2. Maintain ongoing general consultation and project coordination with the Client, SBTC, County, and other project team members.
3. Provide quality assurance and quality control.

Right of Way Cost Estimate/Caltrans Data Sheets

1. Take an inventory of the affected properties.
2. Secure preliminary parcel information from online database sources and investigate current ownerships. Utilizing this information and Assessor's Roll information, determine other valuation considerations such as zoning, lot and building size, current usage, and other relevant factors.
3. Visually inspect each property (aerial and street-level views) and note the effects of all proposed acquisitions.
4. Sort each property into product types to determine the set of real estate data to be researched and create valuation data sets for each product type.

5. Update 2015 comparable sales data with recent property listings and available sales data.
6. Prepare an estimate of the probable cost of each partial acquisition, as well as permanent and temporary easement interests, including (for partial acquisitions) damages to the remaining parcel using created data sets from various real estate value databases.
7. Prepare an estimate of the probable relocation assistance (if applicable) for each residential or non-residential occupant located on each property.
8. Prepare an estimate of the total probable loss of business goodwill (if applicable) attributable to each operating business.
9. Prepare an estimate of the inspection and demolition costs (if applicable) associated with delivering each cleared site.
10. Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation consultants, title/escrow, legal services, etc.).
11. Prepare the latest Caltrans Right of Way Data Sheet according to the Caltrans Right of Way Manual for Alternatives 2a and 6a.
12. Updates to original Caltrans Right of Way Data Sheet according to the Caltrans Right of Way Manual for Alternatives 2 and 6 to include landfill property impacts.
13. Provide QA/QC of final work product, submit to client and other Project Team members, and respond to inquiries.

It is assumed that information regarding impacted utility and railroad facilities, necessary to completion of the Caltrans Right of Way Data Sheet, will be provided by the client. It is also assumed that costs provided for estimates and data sheets are for initial preparation only and do not include revisions based upon design change issues.

Right of Way Cost Estimate/Caltrans Data Sheet Revisions

OPC shall revise Right of Way Estimates/Caltrans Data Sheets as necessary to accommodate design changes for Alternatives 2a/6a and update signatures/dates for Alternatives 2/6. Prior to proceeding with any revisions, OPC shall develop a mutually agreed management strategy with MBI that shall include an estimated schedule, scope, and budget for revision. It is assumed that four (4) hours at the analyst position is required to provide as-needed updates.

Fee Proposal

The following cost proposal is separated into each of the phases as described above.

Fee Proposal	
Project Management Includes scope/fee/schedule management, QA/QC, client coordination, and consultation throughout the project.	\$1,419.00
Right of Way Cost Estimate/Caltrans Data Sheets Includes preparation of Caltrans R/W Data Sheets for up to seventy-six (76) parcels and two (2) project alternatives according to the latest Caltrans standards and formats.	\$4,352.51



SR-60 at Theodore Street Interchange Project - Change Order Proposal
 April 25, 2017
 Page 3 of 3

<p>Right of Way Cost Estimate/Caltrans Data Sheet Revisions Includes updates to Right of Way Estimates/Caltrans Data Sheets as necessary to accommodate design for the new alternatives and signature/date/inclusion of landfill impact revisions to the old alternatives.</p>	<p>\$491.19</p>
<p>FEE TOTAL*:</p>	<p>\$6,262.70</p>

Based on the above, we are requesting the following fee schedule for all work involved.

Fee Summary	Cost
Original Contract Amount	\$86,976.00
Change Order – Right of Way Cost Estimate	\$6,262.70
Total Change Order Amount	\$93,238.70

Refer to the attached spreadsheet for additional information regarding hourly rates and fees.

Thank you for the opportunity to submit this change order proposal and we look forward to the opportunity of working with you on this project. Should you have any questions or need additional information, please do not hesitate to contact me or Josh Cosper at 951.683.2353.

Sincerely,

Overland Pacific & Cutler, Inc.

Accepted and Approved



Mark LaBonte
 Program Manager, Principal

 Name Date

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO



ESTIMATED HOURS AND FEE AMENDMENT No. 4
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY

OPC

Task Description	Hours																	Subconsultants			Total Estimated Hours	Total Estimate Fee (Amendment No. 4)		
	Engineering Manager	Project Engineer	Right of Way Analyst	Right of Way Analyst	Right of Way Analyst													Hrs	Sub	Dollars				
	\$ 205	\$ 126	\$ 61	\$ 75	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
5.0C Public Meetings and Outreach Conducted																					\$ -	0	\$ -	
5.1C Public Outreach Support and Public Meetings																						\$ -	-	\$ -
6.0C Prepare Final Env Document, Final Project Report and Obtain Env Cir																						\$ -	0	\$ -
6.1C Task Management and Meetings																						\$ -	-	\$ -
6.2C Prepare Response to Comments Matrix																						\$ -	-	\$ -
6.3C Select Preferred Project Alternative																						\$ -	-	\$ -
6.4C Final Project Report																						\$ -	-	\$ -
6.5C Final Environmental Document																						\$ -	-	\$ -
6.6C NOD and NOA																						\$ -	-	\$ -
7.0C Environmental Mitigation Negotiation and Permitting Complete																						\$ -	0	\$ -
7.1C Resource Agency Permit Related Coordination																						\$ -	-	\$ -
7.2C Federal Clean Water Act and California Fish and Game Code Permits																						\$ -	-	\$ -
8.0C Geometric Approval Drawings Complete and Approved by Caltrans																						\$ -	0	\$ -
8.1C Geometric Approval Drawings																						\$ -	-	\$ -
9.0C Design Mapping and Surveys Complete Approved by Caltrans																						\$ -	0	\$ -
9.1C Photogrammetric Surveys																						\$ -	-	\$ -
9.2C Preliminary Right of Way Mapping																						\$ -	-	\$ -
9.3C Land Net Mapping and Surveys / Pre-Con Record of Survey																						\$ -	-	\$ -
10.0C Other Services Directed by the City																						\$ -	0	\$ -
10.0C Other Services Directed by the City																						\$ -	-	\$ -
10.1C Update Federal Funding Documentation																						\$ -	0	\$ -
10.01C Updated Federal Funding Documentation																						\$ -	-	\$ -
10.2C FASTLANE Funding Documentation																						\$ -	-	\$ -
10.02C FASTLANE Funding Documentation																						\$ -	-	\$ -
12.0C 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% P																						\$ -	0	\$ -
12.1C Task Management and Meetings																						\$ -	-	\$ -
12.2C Design Surveys																						\$ -	-	\$ -
12.3C Landscape and Aesthetics Plan																						\$ -	-	\$ -
12.4C Bridge Site Data Submittal																						\$ -	-	\$ -
12.5C Bridge Type Selection																						\$ -	-	\$ -
12.6C Storm Water Data Report																						\$ -	-	\$ -
12.7C Drainage Report																						\$ -	-	\$ -
12.8C Transportation Management Plan Data Sheet																						\$ -	-	\$ -
12.9C Geotechnical Design and Reports																						\$ -	-	\$ -
15.0C Right of Way Legal/Plats and Appraisal Maps Complete																						\$ -	0	\$ -
15.1C Task Management and Meetings																						\$ -	-	\$ -
15.2C Right of Way Requirement Maps																						\$ -	-	\$ -
15.3C Appraisal Map																						\$ -	-	\$ -
15.4C Legal Descriptions																						\$ -	-	\$ -
15.5C Right of Way Map																						\$ -	-	\$ -
OTHER DIRECT COSTS FOR PHASE 1C																						\$ -	0	\$ -
C Reproduction & Mileage																						\$ -	-	\$ -
C Appraisal and Review Appraisal																						\$ -	-	\$ -
C Title																						\$ -	-	\$ -
C Other Direct Costs																						\$ -	-	\$ -
PHASE 1 SUBTOTAL:	2	12	48	12	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	82	\$ 6:

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE



862 E Hospitality Lane
Suite 200
San Bernardino, CA 92408
Ph: 909-888-1106
Fax: 909-889-1884

Ms. Rebecca Young, PE
Project Manager
Michael Baker International
3536 Concourse Street, Suite 100
Ontario, CA 91764

January 09, 2018

Subject: State Route (SR-60)/Theodore Street Interchange Improvements Project – Project Approval & Environmental Document (PA&ED)

Dear Ms. Young,

For the subject project, located in the City of Moreno Valley, California, WSP (formerly Parsons Brinckerhoff) is being directed by Michael Baker International (formerly RBF Consulting, Inc.) to perform additional services that are outside of our original scope of work. Therefore, WSP hereby requests Amendment No. 3 to the original Contract Agreement.

The following scope of work for additional services as requested by Michael Baker International will be performed by WSP:

1.6C Traffic Analysis and Study

1. Ramp and Interchange Closure Study

CONSULTANT shall prepare a Ramp Closure Study in accordance with Caltrans' *Community Impact Assessment* guidelines¹, similar in scope to the previous study², but using updated information on roads and traffic volumes. CONSULTANT will update the ramp and interchange closure study based on revised project description, updated project exhibits, and additional construction durations anticipated because of the Eucalyptus Avenue Design Variations. The update will consider two (2) design variations, Alternative 2a and Alternative 6a as shown in Exhibit A. The update will cover only figures and text in Chapters 4 and 5 of the report. Updates to the discussion of methodology (Chapter 2), existing conditions (Chapter 3) and the LOS analysis are excluded from the scope of work. The deliverable will include information required to be presented to the Headquarters Lane Closure Review Committee Review, which includes Conceptual Construction Staging Exhibits (prepared as part of Task 2.5C), the Transportation Management Plan (prepared as part of Task 2.6C), the Lane Closure Request Form and Traffic Signal Warrant Worksheets. Participation and attendance at a Lane Closure Review Committee meeting is anticipated prior to approval of the interchange closure.

2. Forecast Validation Memorandum

CONSULTANT will prepare a Forecast Validation Memorandum that will evaluate the traffic forecast data to determine if the 2013 existing conditions data approved in the approved Traffic

¹ *Community Impact Assessment, Standard Environmental Reference, Environmental Handbook Volume 4*, Caltrans, October 2011

² *SR-60/Theodore Interchange PA/ED Ramp Closure Study*, Parsons Brinckerhoff, June 2014



Impact Analysis can be considered representative of current (2016/2017) Existing conditions, and if the 2017 Opening Year forecasts approved in the approved Traffic Impact Analysis can be considered as representative of 2020 Opening Year conditions. Linear extrapolation will be used to analyze the current volumes. The revised existing and opening year conditions are a result of the revised project schedule identified in Task 1.3C. The Forecast Validation Memorandum will be an attachment to the Draft Project Report identified in Task 1.10C. Additional counts will be obtained for the same locations as described in the approved Traffic Impact Analysis study for the Forecast Validation Memorandum.

In the event that traffic patterns have changed, based on the new traffic counts, to the point where the assumptions used in the Traffic Impact Analysis can no longer be considered valid and additional analysis is required, such analysis will be the subject of an updated/revised Traffic Impact Analysis report as described in task 1.6C (3) herein.

3. Traffic Impact Analysis Report

As per the analysis in task 1.6C (2) and as directed by the City of Moreno Valley, CONSULTANT will update the traffic analysis that was done for the SR-60/Theodore Interchange project in 2014 and 2015³. CONSULTANT shall prepare a Traffic Impact Analysis report for the SR-60/Theodore Interchange in conformance with Caltrans guidelines⁴ that will cover:

- The study intersections to be analyzed will be the same as in the previous study, namely (see Exhibit 1):
 - Theodore Street/Ironwood Avenue
 - Theodore Street/Westbound SR-60 Ramps
 - Theodore Street/Eastbound SR-60 Ramps
 - Theodore Street/Fir (Eucalyptus) Avenue
 - Redlands Boulevard/Ironwood Avenue
 - Redlands Boulevard/Westbound SR-60 Ramps
 - Redlands Boulevard/Eastbound SR-60 Ramps
 - Redlands Boulevard/Fir (Eucalyptus) Avenue
- The freeway sections to be analyzed will be the same as in the previous study, namely:
 - SR-60 between Moreno Beach Drive and Redlands Boulevard
 - SR-60 between Redlands Boulevard and Theodore Street
 - SR-60 between Theodore Street and Gilman Springs Road
- The freeway ramps to be analyzed will be the same as in the previous study, namely:

³ SR-60/Theodore Interchange PA/ED Traffic Impact Analysis, Parsons Brinckerhoff, January 2015

⁴ Guide for the Preparation of Traffic Impact Studies, Caltrans, December 2002



- Theodore Street/Westbound SR-60 Ramps
- Theodore Street/Eastbound SR-60 Ramps
- Redlands Boulevard/Westbound SR-60 Ramps
- Redlands Boulevard/Eastbound SR-60 Ramps

Assumptions:

- a. While the previous analysis was a suitable basis for selecting from various design alternatives, it cannot also be used for completion of the environmental compliance documentation because:
 - A comparison of 2017 traffic counts to 2013 counts in the vicinity of the project (performed as part of task 1.6C (2) above) found that the percentage changes in volumes exceeded the 10% threshold within which an “Existing Conditions” analysis can be considered to remain valid.
 - CEQA requires that the background assumptions for future-year scenarios be based either on an adopted plan or be based on a list of existing, known, or reasonably foreseeable projects. The earlier analysis used background assumptions from the SCAG 2012 RTP/SCS, which is no longer an adopted plan (since it has been superseded by the 2016 RTP/SCS). Hence, the passage of time has also rendered the previous future conditions analyses unusable for CEQA purposes.
- b. Re-doing the entire previous traffic study is not required because:
 - The original traffic impact analysis used two sets of land use and road network assumptions, namely those associated with the Moreno Highlands Specific Plan and those associated with the World Logistics Center, which at the time was under study but not yet adopted. Now that the World Logistics Center has been approved by the City, no further analysis of the Moreno Highlands Specific Plan will be needed. Thus, only one set of traffic forecasts, based on the World Logistics Center, will be used going forward.
 - Of the seven build alternatives studied in the original traffic impact analysis only Alternative 6 remains under consideration. No further analysis will be needed of the other six alternatives. Furthermore, any design variations of Alternative 6, such as different configurations for the Theodore/Eucalyptus intersection, will use the same turning movement volumes as the base case analysis.
- c. Based on the understandings described above, the assumptions to be used for the new traffic study are:
 - The opening date of the SR-60/Theodore Interchange is being shifted from 2022 to 2025, and the horizon/design year shifted from 2040 to 2045⁵. The study years will therefore be 2017, 2025, and 2045.
 - The project alternatives to be studied are the No Build Alternative and two Build Alternatives corresponding to Alternative 2 and Alternative 6 in the previous study.

⁵ Caltrans requires a minimum 20-year planning horizon after the opening year



- d. CONSULTANT shall prepare Responses to Public Comments on the Traffic Impact Analysis, for a not-to-exceed level of effort of 40 hours.

4. Traffic Data for Construction Emission Analysis

CONSULTANT will analyze traffic data as input to construction emission analysis to evaluate haul truck capacity and average daily trips based on the quantity of soil (assume 1.5 million cubic yards of import borrow) to be hauled from the Badlands Landfill, located northeast of the SR-60/Theodore Street Interchange, to the project site. CONSULTANT will provide this analysis for one (1) alternative for the worst-case scenario. Evaluating and analyzing interchange or intersection Level of Service analysis for hauling import borrow and construction emission analysis is not included in this scope of work. Traffic counts for Ironwood are included in the scope.

Updates to VISSIM analysis for design variations 2a and 6a are excluded from this scope of work.

Deliverables

- Revised Ramp and Interchange Closure Study Report
- Lane Closure Review Committee Meeting Attendance
- Draft/Final Forecast Validation Memo
- Draft/Final New Traffic Impact Analysis Report
- Updated Traffic Volumes Memo for Noise and Air Quality Analysis
- Traffic Data for Construction Emission Analysis

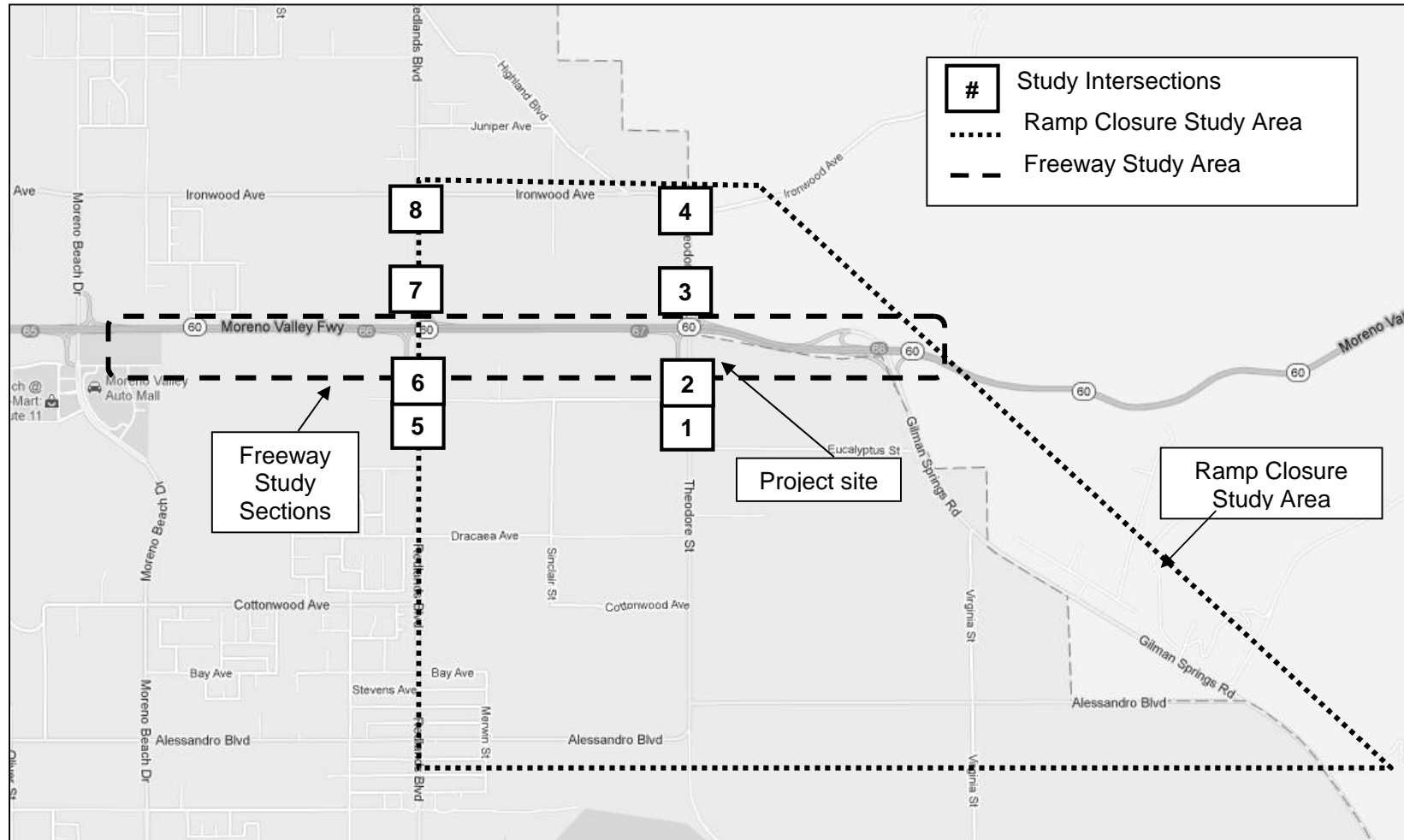


Exhibit 1: Study Area



5. Traffic Impact Analysis (Expended Out of Scope Work)

As requested by Caltrans and directed by RBF, six (6) mainline lanes were assumed, instead of the four along SR-60 in the vicinity of Theodore Street interchange for the future year traffic forecasts. This change in assumptions was requested by Caltrans after the completion of the traffic volumes forecast and Draft Traffic Impact Analysis Report. This assumption is contrary to expectations and usual transportation planning practice since the widening of SR-60 is not in the approved Southern California Association of Governments (SCAG) 2012-2035 Regional Transportation Plan (RTP). The change in assumptions required the earlier modeling work based on the four-lane assumption to be re-done.

The original proposal, scope of work, and budget assumed that the Level of Service (LOS) analysis for intersections and freeway sections would be performed using VISSIM software. Caltrans required that the intersection and freeway analysis be performed using Synchro and Highway Capacity Software (HCS), respectively. After the VISSIM analysis was completed per the original scope of work, RBF directed PB, to reanalyze the LOS analysis using Synchro and HCS, to comply with Caltrans' request.

The following additional services have been performed as directed by RBF for Task 1.6-Traffic Analysis and Study:

- A) Revised RivTAM forecasts in response to Caltrans' comments for the following study years:
 - Opening Year Conditions (2017) - The background assumptions included the Existing land uses and roadway network plus other known projects expected to be complete by 2017, including Phase 1 of the World Logistics Center (WLC).
 - Cumulative Conditions per General Plan (2040) - The land use and network assumptions followed the SCAG 2012 RTP for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the City. For the WLC site the Moreno Highlands Specific Plan (MHSP), not the WLC, was assumed, since that is the official plan at the time of this study.
 - Cumulative Conditions with WLC (2040). The land use and network assumptions will follow the SCAG 2012 RTP for areas outside of Moreno Valley and the Moreno Valley General Plan for areas inside the City, except for the WLC site for which the full build-out of the WLC is assumed.
- B) Updated Draft Traffic Forecasts Volumes Report
 - Updated technical memorandum describing the components of the model, the land use and network assumptions, and the forecast traffic volumes for each study year.
- C) Performed Synchro analyses for the following 8 study intersections:
 - Theodore Street/Ironwood Avenue
 - Theodore Street/Westbound SR-60 Ramps
 - Theodore Street/Eastbound SR-60 Ramps
 - Theodore Street/Fir (Eucalyptus) Avenue
 - Redlands Boulevard/Ironwood Avenue
 - Redlands Boulevard/Westbound SR-60 Ramps



- Redlands Boulevard/Eastbound SR-60 Ramps
- Redlands Boulevard/Fir (Eucalyptus) Avenue

D) Revised HCS analysis of the study freeway segments

Revised HCS analysis of traffic flows along SR-60 in both directions from Gilman Springs Road eastbound off-ramp to Moreno Beach Drive westbound off-ramp. Revised weaving analysis for the six (6) Build alternative configurations for the Theodore Street interchange for the study years mentioned in scope item "A" above.

Analyzed the section of Theodore Street from Fir (Eucalyptus) Avenue to Ironwood Avenue and the section of Redlands Boulevard from Fir (Eucalyptus) Avenue to Ironwood Avenue. These analyses covered the AM and PM peak periods. This analysis focused on the LOS of the eight study intersections, and issues regarding queuing and storage space for turning movements.

The intersections were analyzed using HCM Chapter 16 methodologies for signalized intersections and HCM Chapter 17 methodologies for unsignalized intersections. Freeway segments were analyzed using HCM operational analysis.

E) Revised the Draft Traffic Impact Analysis Report based on the revised assumptions and results from scope items "A" through "D" above.

1.9C Construction Phasing Plan

CONSULTANT will develop one (1) preliminary stage construction phasing based on cost, traffic and any other related factors based upon the locally preferred alternative. A preliminary stage construction phasing plan shall be prepared to verify constructability and feasibility of traffic handling due to phasing the project. It is assumed that the phasing would identify a standalone phase that could be completed at a different time with transitions to existing or proposed roadways.

Deliverable

- Preliminary Stage Construction Phasing Plan Exhibits

2.4C Storm Water Data Report

CONSULTANT will update the Storm Water Data Report to include the revised project area accounting for the design variations, the revised project costs, and the revised project schedule. Hydromodification calculations, if required, will be prepared and provided by Michael Baker International.

The Storm Water Data Report will be updated in conformance with CALTRANS requirements in the CALTRANS Project Planning and Design Guide (February 2016). Per CALTRANS comments received on July 10, 2015, the Storm Water Data Report will be updated after circulation of the Draft Environmental Document and selection of a Locally Preferred Alternative.

**Deliverables**

- Draft/Final Storm Water Data Report

2.5C Conceptual Stage Construction Plan

Additional effort to incorporate the design variations for Alternative 2 and Alternative 6 have been deferred to the final design (PS&E) phase and no additional deliverables will be produced for the design variations during the PA&ED phase.

Deliverables

- No additional deliverables for design variations.

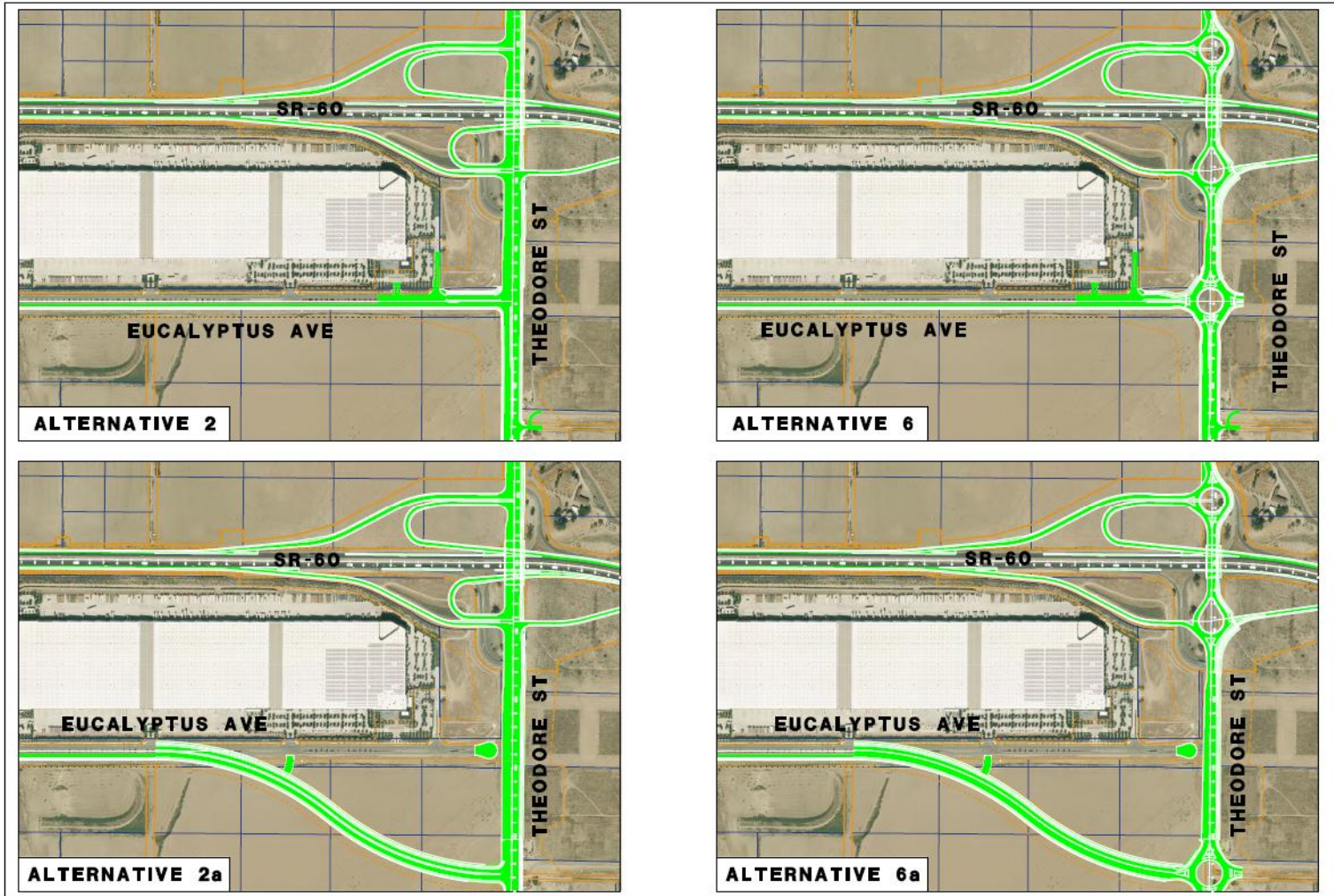
2.6C Preliminary Transportation Management Plan Data Sheet

CONSULTANT will update the Preliminary Transportation Management Plan Data sheet for the two (2) build alternatives based on the previously developed Conceptual Stage Construction Plans, the updated project cost estimates (Task 2.14C), and the updated project schedule (Task 1.3C). It is assumed that the design variations will be included as a worst-case scenario in the two (2) build alternatives.

Deliverable

- Updated Preliminary Transportation Management Plan Data Sheet for two (2) build alternatives.

Assumed two (2) reviews by Caltrans for each deliverable described in this scope of work.



NOTE: FOR DISCUSSION PURPOSES ONLY.
 LINWORK IS ASSUMED UNTIL FURTHER STUDIED.

SR-60/THEODORE STREET INTERCHANGE PROJECT
DESIGN VARIATIONS
JULY 2016
 NO SCALE

Exhibit 2: Design Variations

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE

ESTIMATED HOURS AND FEE AMENDMENT No. 4
 SR-60 AT THEODORE STREET INTERCHANGE
 CITY OF MORENO VALLEY

PB

Task Description	Hours													Subconsultants CU=Counts Unlimited ODC=Other Direct Costs			Total Estimated Hours	Total Estimate Fee (Amendment No. 4)
	Project Manager	Project Administrator	Senior Planning Manager	Senior Supervising Engineer	Supervising Planner	Supervising Engineer	Lead Planner	Lead Engineer	Design Engineer	Senior CADD Designer	Senior Project Administrator	Senior Engineer/Planner	Hrs	Sub	Dollars			
	\$ 209	\$ 125	\$ 265	\$ 237	\$ 184	\$ 181	\$ 139	\$ 160	\$ 111	\$ 153	\$ 139	\$ 146						
PHASE 1C - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT																		
1.0C Draft Project Report Approved by Caltrans	4	40	186	43	168	103	238	214							\$ -	996	\$ 182,318	
1.1C Task Management and Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
1.2C Project Scoping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
1.3C Project Scheduling	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
1.4C Project Funding Support	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
1.5C Geometric Alternatives Analysis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
1.6C Traffic Analysis and Study	4	36	186	35	168	91	238	194							\$ -	952.00	\$ 174,542	
1.7C Obtain Right of Entry	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
1.8C Selection of Locally Preferred Alternative	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
1.9C Construction Phasing Plan	-	4	-	8	-	12	-	20	-	-	-	-	-	-	\$ -	44.00	\$ 7,776	
1.10C Draft Project Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.0C Preliminary Engineering Studies Approved by Caltrans		9		22		98		70							\$ -	199	\$ 35,314	
2.1C Task Management and Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.2C Geometric Plans for Project Alternatives	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.3C Drainage Assessment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.4C Storm Water Data Report	-	8	-	16	-	90	-	50	-	-	-	-	-	-	\$ -	164.00	\$ 29,112	
2.5C Conceptual Stage Construction Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.6C Preliminary Transportation Management Plan Data Sheet	-	1	-	6	-	8	-	20	-	-	-	-	-	-	\$ -	35.00	\$ 6,201	
2.7C Utility Assessment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.8C Right of Way Data Sheets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.9C Life Cycle Cost Analysis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.10C Preliminary Geotechnical Investigations and Evaluation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.11C Structure Advance Planning Study (APS)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.12C Conceptual Bridge Architecture	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.13C Preliminary Landscape and Aesthetics Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.14C Preliminary Cost Estimates	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.15C ICE Workshop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
2.16C Roundabout Workshop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
3.0C Fact Sheets for Exceptions to Design Standards Approved by Caltrans															\$ -	0	\$ -	
3.1C Fact Sheets for Exception to Design Standards	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.0B Prepare and Circulate Draft Environmental Document															\$ -	0	\$ -	
4.1C Task Management and Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.2C Area of Potential Effects (APE) Map	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.3C Water Quality Assessment Report (WQAR)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.4C Noise Study Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.5C Noise Abatement Decision Report (NADR)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.6C Visual Impact Assessment (VIA)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.7C Farmland Technical Memorandum	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.8C Draft Relocation Impact Statement (DRIS)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.9C Air Quality Analysis Report (AQA)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.10C Paleontological Identification/Paleontological Eval Rpt (PIR/PER)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.11C Archaeological Survey Report (ASR)/HPSR/HER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.13B Natural Environment Study (NES)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.14C CE/CE for Geotech Borings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.15C Screencheck Draft IS/EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.16C Draft IS/EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.17C Obtain Approval to Circulate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.18C Circulate Draft IS/EA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	
4.19C Community Impacts Assessment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -	

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE

ESTIMATED HOURS AND FEE AMENDMENT No. 4
 SR-60 AT THEODORE STREET INTERCHANGE
 CITY OF MORENO VALLEY

PB

Task Description	Hours													Subconsultants CU=Counts Unlimited ODC=Other Direct Costs			Total Estimated Hours	Total Estimate Fee (Amendment No. 4)		
	Project Manager	Project Administrator	Senior Planning Manager	Senior Supervising Engineer	Supervising Planner	Supervising Engineer	Lead Planner	Lead Engineer	Design Engineer	Senior CADD Designer	Senior Project Administrator	Senior Engineer/Planner	Hrs	Sub	Dollars					
	\$ 209	\$ 125	\$ 265	\$ 237	\$ 184	\$ 181	\$ 139	\$ 160	\$ 111	\$ 153	\$ 139	\$ 146								
5.0C Public Meetings and Outreach Conducted																		\$ -	0	\$ -
5.1C Public Outreach Support and Public Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
6.0C Prepare Final Env Document, Final Project Report and Obtain Env Ctr																		\$ -	0	\$ -
6.1C Task Management and Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
6.2C Prepare Response to Comments Matrix	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
6.3C Select Preferred Project Alternative	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
6.4C Final Project Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
6.5C Final Environmental Document	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
6.6C NOD and NOA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
7.0C Environmental Mitigation Negotiation and Permitting Complete																		\$ -	0	\$ -
7.1C Resource Agency Permit Related Coordination	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
7.2C Federal Clean Water Act and California Fish and Game Code Permits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
8.0C Geometric Approval Drawings Complete and Approved by Caltrans																		\$ -	0	\$ -
8.1C Geometric Approval Drawings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
9.0C Design Mapping and Surveys Complete Approved by Caltrans																		\$ -	0	\$ -
9.1C Photogrammetric Surveys	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
9.2C Preliminary Right of Way Mapping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
9.3C Land Net Mapping and Surveys / Pre-Con Record of Survey	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
10.0C Other Services Directed by the City																		\$ -	0	\$ -
10.0C Other Services Directed by the City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
10.1C Update Federal Funding Documentation																		\$ -	0	\$ -
10.1C Updated Federal Funding Documentation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
10.2C FASTLANE Funding Documentation																		\$ -	-	\$ -
10.2C FASTLANE Funding Documentation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
12.0C 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E																		\$ -	0	\$ -
12.1C Task Management and Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
12.2C Design Surveys	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
12.3C Landscape and Aesthetics Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
12.4C Bridge Site Data Submittal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
12.5C Bridge Type Selection	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
12.6C Storm Water Data Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
12.7C Drainage Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
12.8C Transportation Management Plan Data Sheet	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
12.9C Geotechnical Design and Reports	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
15.0C Right of Way Legal/Plats and Appraisal Maps Complete																		\$ -	0	\$ -
15.1C Task Management and Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
15.2C Right of Way Requirement Maps	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
15.3C Appraisal Map	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
15.4C Legal Descriptions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
15.5C Right of Way Map	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
OTHER DIRECT COSTS FOR PHASE 1C																		\$ 11,500	0	\$ 11,500
C Reproduction & Mileage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
C Appraisal and Review Appraisal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
C Title	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	-	\$ -
C Traffic Counts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 11,500	-	\$ 11,500
PHASE 1 SUBTOTAL:	4	49	186	65	168	201	238	284	0	0	0	0					\$ 11,500	1,195	\$ 229,131	

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE

**CALTRANS SUPPLEMENTARY
GENERAL CONDITIONS
PROJECT NO. 801 0052**

**EXHIBIT G
CITY OF MORENO VALLEY
CALTRANS CONSULTANT
SUPPLEMENTARY GENERAL CONDITIONS**

The following provisions, pursuant to Caltrans Local Assistance Procedures Manual Chapter 10, Exhibit 10R, as it may be amended from time to time, are included in the Agreement. 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.

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Michael Baker International Inc.

3536 Concourse, Suite 100

Ontario, CA 91764

Incorporated in the State of Pennsylvania

**CALTRANS SUPPLEMENTARY
GENERAL CONDITIONS
PROJECT NO. 801 0052**

The Project Manager for the "CONSULTANT" will be *Rebecca Young, P.E.*

The name of the "LOCAL AGENCY" is as follows:

THE CITY OF MORENO VALLEY

The Contract Administrator for LOCAL AGENCY will be the **Public Works Director/City Engineer or his/her designee.**

ARTICLE IV PERFORMANCE PERIOD

This contract shall go into effect on February 6, 2018, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on December 31, 2020 unless extended by contract amendment.

- A. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.
- B. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

**CALTRANS SUPPLEMENTARY
GENERAL CONDITIONS
PROJECT NO. 801 0052**

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

**CALTRANS SUPPLEMENTARY
GENERAL CONDITIONS
PROJECT NO. 801 0052**

- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Moreno Valley
Capital Projects
PO Box 88005
Moreno Valley, CA 92552-0805
techinfo-capproj@moval.org

- E. The total amount payable by LOCAL AGENCY shall not exceed \$3,315,222.36.

ARTICLE VI TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for

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- termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is \$0 dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

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- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if

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requested.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are

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allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

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- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must

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- be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: “CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

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ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

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- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

**ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL
CONSIDERATION**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract

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without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in

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connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section

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12990 and Title 2, California Administrative Code, Section 8103.

- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The Consultant shall comply with regulations relative to Title VI

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(nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that

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CONSULTANT has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have

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- been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by

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LOCAL AGENCY's Contract Administrator.

- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

**ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE)
PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is "no goal"%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole

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- or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry

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- practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be

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prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or

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contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Public Works Director/City Engineer or his/her designee, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

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ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or

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assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and

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- specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

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- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in

**CALTRANS SUPPLEMENTARY
GENERAL CONDITIONS
PROJECT NO. 801 0052**

- order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

**CALTRANS SUPPLEMENTARY
GENERAL CONDITIONS
PROJECT NO. 801 0052**

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good

**CALTRANS SUPPLEMENTARY
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cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Michael Baker International Inc.

Rebecca Young, Project Manager

3536 Conours, Suite 100

Ontario, CA 91764

**CALTRANS SUPPLEMENTARY
GENERAL CONDITIONS
PROJECT NO. 801 0052**

LOCAL AGENCY:

The City of Moreno Valley

Public Works Director/City Engineer

14177 Frederick Street

Moreno Valley, CA 92552-0805

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

**CALTRANS SUPPLEMENTARY
GENERAL CONDITIONS
PROJECT NO. 801 0052**

ARTICLE XXXIV SIGNATURES

City of Moreno Valley

Michael Baker International, Inc.

BY: _____
Thomas M. DeSantis, City Manager

BY: _____

TITLE: _____
(Select only one please)
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

Attachment: Fourth Amendment to Agreement with Michael Baker International Inc. (2826 : APPROVE THE FOURTH AMENDMENT TO



Report to City Council

TO: Mayor and City Council
 Mayor and City Council Acting in its Capacity as President
 and Members of the Board of Directors of the Moreno Valley
 Community Services District (CSD)

FROM: Michael L. Wolfe, P.E., Public Works Director/City Engineer

AGENDA DATE: February 6, 2018

TITLE: PARTICIPATION IN EASTERN MUNICIPAL WATER
 DISTRICT'S RECYCLED WATER RETROFIT PROGRAM

RECOMMENDED ACTION

Recommendations:

1. Authorize Participation in Eastern Municipal Water District's (EMWD) Recycled Water Retrofit Program.
2. Authorize the City Manager to execute the necessary documents to participate in EMWD's Recycled Water Retrofit Program, in substantially the form as attached hereto, subject to the approval of the City Attorney.
3. Authorize the City Manager to approve participation in future recycled water projects identified by EMWD, which provide several incentives based on the attached Program Guidelines and do not require any expenditures in excess of revenues received from EMWD.
4. Future projects authorized by the City Manager will be presented to the City Council for ratification through the quarterly budget reporting provided by the Financial & Management Services Department.
5. Approve the budget adjustments as set forth in the Fiscal Impact section for the Nason St. project described in this report.

SUMMARY

This report recommends approval of the City's participation in EMWD's Recycled Water

Retrofit Program (the “Program”). EMWD established the Program to facilitate the use of recycled water for landscape irrigation which in turn, will reduce the use of potable water. Under the Program, EMWD provides permitting and design, the recycled water meter(s), and connection to the meter(s) at no cost. As an additional incentive, EMWD will advance up to \$5,000 per acre foot of water (as a reimbursement) to retrofit the on-site irrigation to accommodate recycled water. In return, the water rate to the site will be reduced to 75% of the potable water rate. After no more than 8-years, the rate will be reduced to the then current recycled water rate.

DISCUSSION

EMWD continues to make strides towards efficient use of water supplies which includes maximizing the use of recycled water for landscape irrigation. To accelerate conversion to recycled water for landscape irrigation, EMWD developed the Program with several incentives (please see attached Program Guidelines).

After evaluating its recycled water pipelines and their proximity to the City’s public landscaped areas, EMWD identified an area within Zone 07 of LMD No. 2014-02 (Nason St. between Delphinium Ave. and Damascus Rd.) and a water quality basin (northwest corner of Nason St. and Delphinium Rd.) (see attached Map) as candidates for the Program.

The public landscaping on Nason St. is located within Zone 07 of LMD No. 2014-02; the water quality basin is maintained by the City as part of its NPDES program. Participation in the Program will reduce ongoing water expenses for both Zone 07 and the NPDES program, as well as demonstrate the City’s commitment to conserve potable water resources.

Under the Program, EMWD will provide permitting and technical design, recycled water meter(s), and connection to the recycled water meter(s) at no cost to the City (an estimated value of \$25,000). The meter(s) will remain EMWD’s property. In addition, EMWD will advance the cost to convert the on-site landscape and irrigation systems (“Retrofit Project”). The advance will be funded as a reimbursement based on actual costs the City incurs (up to \$5,000 per acre foot of the 3-year average of water used) provided work is completed within 4-months of the effective date of the agreement for the program. Following completion of the work, the potable water rate for the area served by the retrofit will be reduced to 75% of the current potable water rate. The difference between the reduced rate and the recycled water rate will be used to repay EMWD for the retrofit costs. After no more than 8-years, the water rate will transition to the then current recycled water rate.

In the event EMWD funding becomes available in the future, other public landscape areas considered for inclusion in the Program will be provided to the City Manager for project authorization. Once these future projects are completed, the responsible department will submit any impacts through the City’s quarterly budget reports.

This action meets the Strategic Plan Priorities by managing and maximizing Moreno

Valley’s public infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *By selecting this alternative, the public landscape irrigation in certain areas of Zone 07 and a water quality basin will be converted to recycled water as part of EMWD’s Recycled Water Retrofit Program and make it possible for inclusion of other areas if funding becomes available.*

2. Do not approve or authorize the recommended actions as presented in this staff report. *By selecting this alternative, the City will not be able to participate in EMWD’s Recycled Water Retrofit Program.*

FISCAL IMPACT

Participation in the Program will have no impact on the General Fund. EMWD will reimburse the City for the cost of the Retrofit Project up to approximately \$7,000, based on historic water usage for the area. In addition, EMWD provide an estimated \$25,000 in additional services and equipment (e.g. cost of water meters, permitting and technical design, and connection fees) as part of the Program.

In addition, the immediate and ultimate water savings will benefit the landscape maintenance district and NPDES program which are funded by property owners who receive the benefit of the public landscaping.

It’s anticipated that the initial Retrofit Project costs can be absorbed within the existing budget for each public landscape area. A revenue budget adjustment is necessary to reflect EMWD’s reimbursement of the Retrofit Project costs advanced by the City.

Fiscal Year 2017/18							
Description	Fund	GL Account No.	Project	Type	Adopted Budget	Adjustment	Amended Budget
Reimbursement ¹	2008	2008-70-29-20450-500600		Rev	\$ -	\$ 4,000.00	\$ 4,000.00
Reimbursement ¹	5014	5014-70-79-25721-500600	SD LMD ZN 07-CEL	Rev	\$ 2,500.00	\$ 3,000.00	\$ 5,500.00
¹ Actual reimbursement amount will be based on actual costs incurred							

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Michael L. Wolfe, P.E.
Public Works Director/City Engineer

Concurred by:

Michael Lloyd, P.E
Engineering Division Manager/Assistant City Engineer

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.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

See the Discussion section above for details of how this action supports the City Council’s Strategic Priorities.

ATTACHMENTS

- 1. Map - EMWD Recycled Water Retrofit Project
- 2. Program Guidelines and Agreement
- 3. Accelerated Retrofit Program Power Point

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	1/25/18 11:48 AM
City Attorney Approval	<u> ✓ Approved </u>	1/29/18 5:07 PM
City Manager Approval	<u> ✓ Approved </u>	1/29/18 5:22 PM

Nason and Delphinium Basin & Streetscape

96893

One 1" Landscape Meter
One 1.5" Landscape Meter
3-Yr Avg - 1.4'AF

0 37.5 75 150 Feet



NASON

ROUND LEAF




BIG HORN

LEMON GUM

DELPHINIUM

195223
195223

Legend

-  Existing Landscape Meters
-  Project Area
-  Existing RW Pipeline



RECYCLED WATER ACCELERATED RETROFIT PROGRAM INFORMATION PACKET

City of Moreno Valley

- Delphinium/Nason Streetscape and Basin



PACKET CONTENTS

- EMWD Cover Letter
- Program Fact Sheet
- Program Process
- Agency Contact Form
- Notice of Intent (NOI)
- Sample Agreement (“Exhibit A”)
- Site Overview Exhibit

Attachment: Program Guidelines and Agreement (2922 : PARTICIPATION IN EASTERN MUNICIPAL WATER DISTRICT'S RECYCLED WATER RETROFIT



December 7th, 2017

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552

Subject: Recycled Water Accelerated Retrofit Program Customer Information Packet

Dear City of Moreno Valley,

Attached please find the Customer Information Packet for Eastern Municipal Water District's Recycled Water Accelerated Retrofit Program.

Included are resources intended to help achieve a straightforward, streamlined approach to project management. Completion of the Notice of Intent form is required to begin the process for each project. After which, an agreement will be required before construction begins; a sample agreement is attached for reference. Lastly, the exhibits attached provide an overview for each potential project.

The District is looking forward to working with you and your staff to complete the Accelerated Recycled Water Retrofit Project(s) both on schedule and on budget.

Please submit your completed Contact Form and signed Notice of Intent Form(s) addressed to the attention of the undersigned. For questions, please contact the undersigned at (951) 928-3777, extension 4334.

Sincerely,

John Wuerth
Senior Recycled Water Program Analyst

Attachment(s)/Enclosure(s): Customer Information Packet

Board of Directors
David J. Slawson, *President* Ronald W. Sullivan, *Vice President* Joseph J. Kuebler, CPA, *Treasurer* Philip E. Paule Randy A. Record

2270 Trumble Road • P.O. Box 8300 • Perris, CA 92572-8300
T 951.928.3777 • F 951.928.6177 www.emwd.org



Recycled Water Accelerated Retrofit Program



Eastern Municipal Water District (EMWD) offers a Recycled Water Accelerated Retrofit Program that provides significant incentives to qualified applicants within EMWD's service area who wish to retrofit their irrigation systems for recycled water use.

After a highly successful Phase I of the program was completed in 2016, EMWD in late 2017 announced funding for Phase II of the program, which provides customers with immediate cost savings while also helping to reduce potable water usage on functional landscape areas.

The Accelerated Retrofit Program provides support services and funding sources for EMWD water customers to retrofit landscaping and irrigation services to use recycled water.

PROGRAM BENEFITS INCLUDE:

- EMWD will provide support services including permitting and technical design at no cost to the customer.
- EMWD will provide a recycled water meter connection at no cost to the customer.
- EMWD will provide funding up to \$5,000 per acre foot, per year, of potable water usage, based on average use over the past three years. This funding covers costs associated with retrofitting on-site landscape and irrigation systems.
- Following completion of on-site work. Customers will receive a reduced rate of 75-percent of current potable water rates. After no more than eight (8) years, the rate will transition to current recycled water rates.

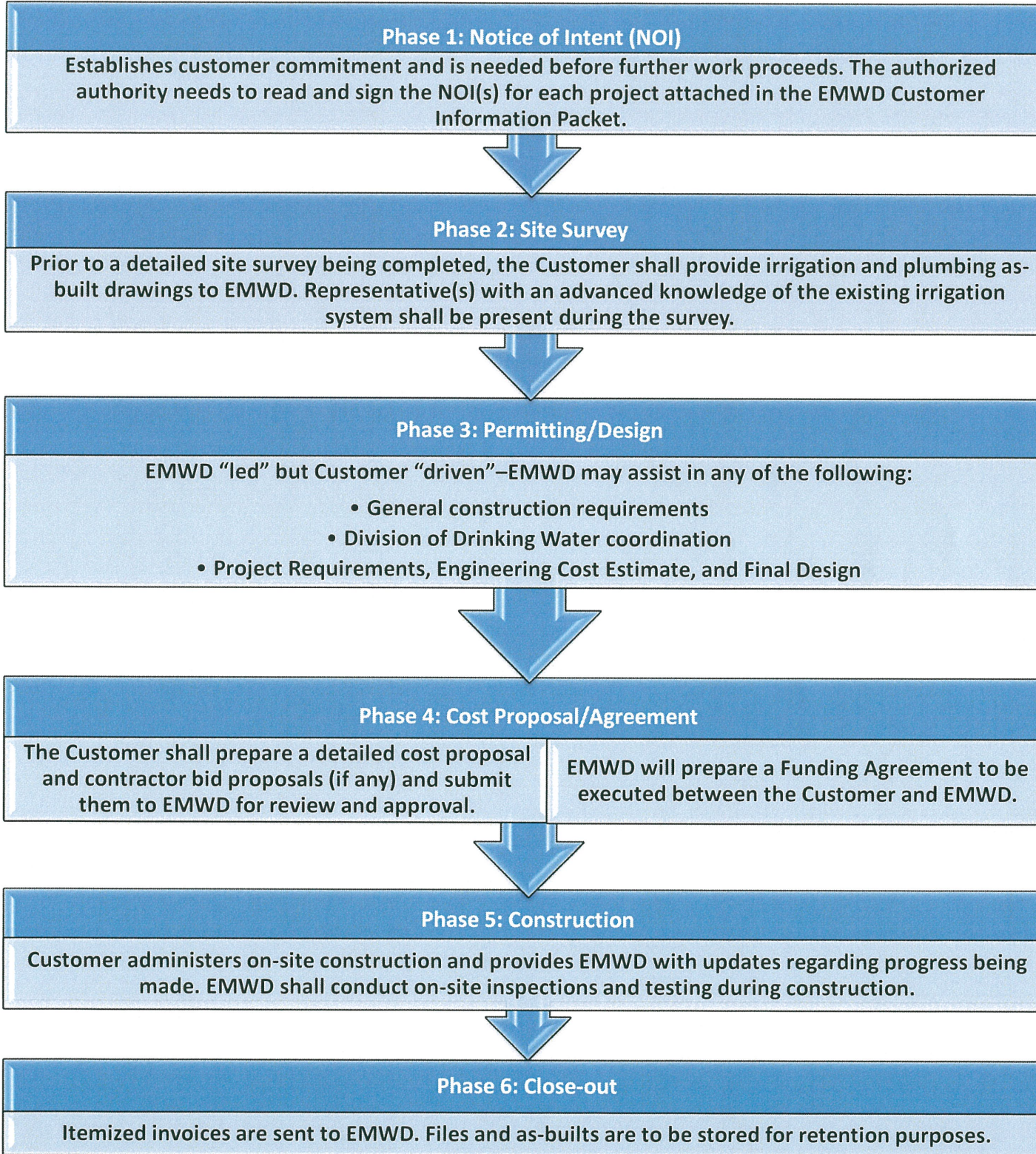
For more information and to be considered for the Accelerated Retrofit Program, please contact Senior Recycled Water Program Analyst John Wuerth at 951-928-3777, ext. 4334, or wuerthj@emwd.org.

Eligible Applicants Must...

- Agree to an on-site assessment to determine project feasibility;
- Sign a notice-of-intent form and agree to meet established deadline outlined in the agreement;
- Provide in-kind staff support for site surveys;
- Provide design input and approval; and
- Agree to on-site inspection and testing.



Accelerated Retrofit Program–Project Process



Attachment: Program Guidelines and Agreement (2022) : PARTICIPATION IN EASTERN MUNICIPAL WATER DISTRICT'S RECYCLED WATER RETROFIT

Reviewed & Filed by:



Accelerated Retrofit Program Contact Form

Contact Information

Owner/Developer Agency Name:			
Name Above Is (Check One): <input type="checkbox"/> Applicant <input type="checkbox"/> Owner <input type="checkbox"/> Developer <input type="checkbox"/> Other _____			
Contact Name (Authorized Individual for Agreement/Invoice Processing):			Work Phone:
Address:			Cell Phone:
City:	State:	Zip:	Fax:
E-mail Address:			
Contact Name (Responsible Individual for Irrigation As-Builts/Site Survey/Operations):			Work Phone:
Address:			Cell Phone:
City:	State:	Zip:	Fax:
E-mail Address:			

Current Landscape Maintenance Agency (If any):			
Contact Name:			Work Phone:
Address:			Cell Phone:
City:	State:	Zip:	Fax:
E-mail Address:			

Landscape Architect (If Design Will Not Be Completed By EMWD):			
Contact Name:			Work Phone:
Address:			Cell Phone:
City:	State:	Zip:	Fax:
E-mail Address:			

Project Information

Project Name: Delphinium/Nason Streetscape and Basin			
Project Address:			PM/Tract/APN:
City:	State:	Zip:	Dual Source (Potable/Recycled): <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Description (School, Commercial, Streetscape, Park, Other):			Do Wells Exist on the Project Site? <input type="checkbox"/> Yes <input type="checkbox"/> No
ARP WO (For EMWD Use Only):	Existing SO(s) (For EMWD Use Only):		Drawing D# (For EMWD Use Only):
			Sta. (For EMWD Use Only):

Attachment: Program Guidelines and Agreement (2922 : PARTICIPATION IN EASTERN MUNICIPAL WATER DISTRICT'S RECYCLED WATER RETROFIT

NOTICE OF INTENT

CITY OF MORENO VALLEY’S PARTICIPATION IN EASTERN MUNICIPAL WATER DISTRICT’S RECYCLED WATER RETROFIT PROGRAM

The purpose of this Notice of Intent is to affirm **City of Moreno Valley’s** intent to participate in the **Eastern Municipal Water District** (“EMWD”) Recycled Water Retrofit Program.

RECITALS

WHEREAS, EMWD has established a “Recycled Water Retrofit Funding Program” (the “**Program**”) in which EMWD will reimburse Customers for approved costs of connecting to its recycled water distribution facilities and retrofitting on-site irrigation systems; and

WHEREAS, Customers participating in the aforementioned Program agree to pay 75% of EMWD’s then current potable water rate for a period not-to-exceed eight (8) years following connection and Customer’s initial billing for recycled water at which time Customer’s rate will adjust to EMWD’s then current recycled water rate; and

WHEREAS, the terms, conditions and financial arrangements of the Program are more thoroughly described in the Agreement for Recycled Water Retrofit Funding, which a draft of said Agreement is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, EMWD has completed an initial site survey of **City of Moreno Valley’s – Delphinium/Nason Streetscape and Basin** (“Site”) and has identified such location as a potential candidate for participation in the Program; and

WHEREAS, subject to **City of Moreno Valley** execution of this Notice of Intent, EMWD will proceed in preparing a design and cost estimate, at its own cost and expense, for connection of **City of Moreno Valley’s** Site to EMWD’s recycled water distribution system; and

WHEREAS, **City of Moreno Valley** desires that EMWD proceed with said design and cost estimate and hereby affirms its intent to participate in the Program.

NOW, THEREFORE, in consideration of the above recitals **City of Moreno Valley** affirms its intent to:

1. Provide staff resources and assistance in support of EMWD’s preparation of a design and cost estimate to be performed at EMWD’s sole cost and expense.
2. Support EMWD’s application and receipt of grant, or other funding that is offered or available through the Metropolitan Water District of Southern California (MWD), which shall be assigned to or be the property of EMWD.
3. Review Project designs and cost estimates for approval, which approval shall not be unreasonably withheld.

- 4. Solicit bids or proposals, as may be necessary, for construction of Site irrigation modifications for purposes of purchasing and accepting deliveries of EMWD supplied recycled water.
- 5. Subject to EMWD's and **City of Moreno Valley's** approval of costs, designs and bids, execute EMWD's Agreement for Recycled Water Retrofit Funding.
- 6. Initiate receipt and continue the use of recycled water for a minimum period of eight (8) years in accordance with the aforementioned Agreement for Recycled Water Retrofit Funding.

The individual executing this Notice of Intent represents and warrants that they have the right, power, legal capacity, and authority to enter into and to execute this instrument on behalf of **City of Moreno Valley**.

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552

By: _____

Dated: _____

Exhibit A

**AGREEMENT FOR RECYCLED WATER RETROFIT FUNDING
BY AND BETWEEN EASTERN MUNICIPAL WATER DISTRICT,**

(Insert Customer Name)

This Agreement is made as of _____, 2017 ("**Effective Date**"), by and between **EASTERN MUNICIPAL WATER DISTRICT**, a municipal water district organized and operating pursuant to Division 20 of the California Water Code ("**EMWD**"), and (**INSERT CUSTOMER NAME**) ("**Customer**"), whose mailing address is (**INSERT ADDRESS**). EMWD and Customer are sometimes individually referred to herein as the "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, EMWD is committed to the efficient use of its valuable water supplies, including maximizing the beneficial use of recycled water in order to offset potable water use; and

WHEREAS, Customer owns real property located at (insert address) ("**Site**"). The Site is adjacent to EMWD's recycled water distribution system. Customer currently irrigates the Site with domestic water purchased from EMWD; and

WHEREAS, EMWD owns and operates four regional reclamation facilities which generate recycled water and Customer desires to purchase such recycled water from EMWD for allowable, suitable non-potable uses, specifically, for landscape irrigation; and

WHEREAS, in order to implement Customer's use of recycled water, Customer must make modifications (retrofits) to its existing on-site irrigation system; and

WHEREAS, in recognition that the cost of retrofitting irrigation facilities from domestic to recycled water impedes the ability of some of EMWD's customers to comply with the requirements of EMWD's Recycled Water Guidelines, and in order to encourage conservation of water resources and provide a means for greater control over the use of recycled water, EMWD has established the "EMWD Recycled Water Retrofit Funding Program" (the "**Program**"); and

WHEREAS, under the terms of the Program, EMWD will reimburse Customers for approved costs of connecting to EMWD's recycled water distribution facilities and retrofitting its on-site irrigation system(s) as more thoroughly described herein; and

WHEREAS, following Customer's construction, Customer agrees to pay 75% of EMWD's then current potable water rate for the Site for a period not-to-exceed eight (8) years following connection and Customer's initial billing for recycled water; and

WHEREAS, Customer additionally acknowledges and agrees that any grant, or other, funding associated with the Site retrofit to recycled water that is offered or provided by the Metropolitan Water District of Southern California (MWD) shall be assigned to, or otherwise be the property of EMWD; and

Exhibit A

WHEREAS, Customer desires that EMWD assist in Project completion by providing technical design assistance and the aforementioned funding pursuant to and in accordance with the Program; and

WHEREAS, Customer has executed a Notice of Intent dated (insert date) confirming its commitment to construct on-site irrigation modifications for purposes of purchasing EMWD supplied recycled water subject to EMWD’s approval; and

WHEREAS, the purpose of this Agreement is to set forth the terms, conditions and financial considerations whereby EMWD will provide funding assistance to Customer; and whereby Customer will construct and install facilities necessary to connect and utilize EMWD supplied recycled water.

NOW, THEREFORE, in consideration of the recitals and mutual understanding of the Parties as herein expressed, EMWD and Customer agree as follows:

AGREEMENT

- 1. The Recitals set forth above are incorporated into and are a part of this Agreement.
- 2. EMWD, at its own expense, has completed a design and cost estimate, attached hereto and incorporated herein as **Exhibit A**, and Customer hereby acknowledges and agrees that it has reviewed and approved said design and estimate for implementation. EMWD further hereby approves Customer’s bid and/or cost proposal for Customer’s own construction of Site irrigation modifications for purposes of purchasing and accepting deliveries of EMWD supplied recycled water, attached hereto and incorporated herein as **Exhibit B**.

Customer shall procure all materials and services, where applicable, and complete construction of all required Site retrofits and improvements in accordance with Customer’s own rules, regulations and requirements governing such acquisitions and work. Customer shall schedule and ensure completion of the Project such that Customer will initiate the use of recycled water no later than four (4) calendar months following the Effective Date of this Agreement.

The retrofitted system shall comply with all EMWD and regulatory requirements for the delivery and use of recycled water. In the event a change or modification to on-site recycled water system plans or designs is desired, Customer will request approval from EMWD, in writing, prior to any work performed.

2.1 As required by Title 22 of the California Code of Regulations, EMWD will perform cross connection and coverage testing. EMWD shall notify Customer two weeks prior to the cross connection test.

2.2 Customer shall make provisions for coordination between the contractor and EMWD to facilitate GPS asbuilding of the existing irrigation system and newly constructed elements including but not limited to; irrigation mainline, mainline components, irrigated area and point of connection sequence components.

3 **Funding Assistance.** EMWD hereby agrees to reimburse Customer for all direct and actual project costs and expenses in accordance with, but not to exceed the project cost estimate and Customer’s bid and cost proposal approved by EMWD (**Exhibits A and B**). Customer shall assemble and provide EMWD with evidence of such costs and expenses for reimbursement, not to exceed once per calendar month, throughout project construction. Such evidence shall include, but not be limited to bills, invoices, vouchers, statements, receipts or other documentation

Exhibit A

evidencing the amount expended, incurred, or due, and shall not include any costs incurred or payments made for work or material not in conformance with approved specifications or requirements or otherwise authorized by EMWD. Expenditures for reimbursement shall in no way include any costs related to Customer’s general administration, management, or overhead. EMWD shall reimburse Customer for all approved project expenditures within thirty (30) calendar days following receipt and approval of Customer’s monthly expense submittal.

4 **MWD Funding.** Customer hereby acknowledges and agrees that any grant, or other funding associated with the Site retrofit to recycled water contemplated herein that is offered or provided by or through the Metropolitan Water District of Southern California (MWD) shall be assigned to, or otherwise be the property of EMWD.

5 **Recycled Water Rates and Charges.** Following Project completion, Customer hereby agrees to initiate receipt of recycled water. For a period not-to-exceed eight (8) years following connection and Customer’s initial billing for recycled water, EMWD shall charge Customer a rate for recycled water representing 75% of EMWD’s then current charges for potable water, currently (insert \$xxxx per acre feet). Upon completion of the aforementioned term EMWD will adjust Customer’s charges to the then current recycled water rate, currently (insert \$xxxx per acre feet).

6 **Books and Records.** Customer shall keep accurate books and records of the actual direct Project costs, and EMWD may require Customer to verify that the materials and labor for which reimbursements were made have been installed and performed as required by this Agreement. Customer shall allow EMWD’s authorized representative(s) to examine and duplicate any records relevant to the verification of the actual direct Project costs, including without limitation all contract bids and invoices. Any changes that occurred during the course of construction shall be properly documented. Customer shall retain all Project records for three (3) years after the completion of the Project and shall provide any Project records to EMWD for its review, upon request.

7 **Compliance with Laws.** Customer shall comply with all applicable statutes, ordinances, rules and regulations, as may be amended from time to time, of EMWD and all federal, state, and local regulatory agencies pertaining to use of recycled water.

8 **System Maintenance.** Customer be solely responsible to own, operate and maintain its on Site irrigation system, including without limitation repairing and maintaining any items necessary to insure proper and ongoing system performance.

9 **Insurance.** Customer shall require any contractor performing installation services hereunder to provide and maintain insurance coverage in an amount and type mutually approved by EMWD and Customer, naming EMWD as “additionally insured”.

10 **Indemnification.** Customer shall indemnify, defend, and hold harmless EMWD and its directors, officers, employees, and agents from and against any and all claims asserted or liability established for damages or injuries of any kind to any person or property, including damages to Customer’s property or injury to Customer’s directors, officers, employees, agents, or contractors, arising from or related to, or alleged to arise from or relate to, the acts or omissions of EMWD or Customer and its respective directors, officers, employees, agents, or contractors, in performing the work or services herein, including without limitation all expenses of investigating and defending against same.

11 **General Provisions.**

Exhibit A

11.1 **Notice.** Any notice, payment, or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or 72 hours after deposit in any United States mail depository, first class postage prepaid, and addressed to the Party for whom intended, as follows:

If to EMWD: Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92572-8300
Attention: General Manager

If to Customer: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Either Party may change such address by notice given to the other Party as provided in this section.

11.2 **Non-Waiver.** EMWD shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by EMWD, and then only to the extent specifically set forth in writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

11.3 **Further Acts.** Each Party agrees to perform any further acts and to execute and delivery any documents which may be reasonably necessary to carry out the provisions of this Agreement.

11.4 **Time of the Essence.** Time is of the essence in the performance of this Agreement.

11.5 **Neutral Interpretation.** The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of language in question.

11.6 **Binding Effect.** This Agreement is binding upon, and inures to the benefit of, each Party hereto and its respective agents, employees, representatives, officers, directors, affiliates, assigns, and successors.

11.7 **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise expressly agreed to by all the Parties hereto.

11.8 **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law provisions.

11.9 **Jurisdiction; Venue.** Any action taken to enforce this Agreement shall be maintained in the Superior Court of Riverside County, California. The Parties expressly consent to the jurisdiction of said court and agree that said court shall be a proper venue for any such action.

Exhibit A

11.10 **Integration.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding and/or written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement, which are not fully expressed herein. The terms of this Agreement are intended by the Parties as a final expression of their agreement with respect to such terms as are included herein, and may not be contradicted by evidence of any prior agreement or any contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Agreement.

11.11 **Severability.** If any provision of this Agreement shall be invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision shall be deemed modified to the extent necessary to render the same valid, or as not applicable to given circumstances, or to be excised from this Agreement, as the situation may require, and this Agreement shall be construed and enforced as if such provision had been included herein as so modified in scope or application, or had not been included herein, as the case may be, it being the stated intention of the parties that had they known of such invalidity or unenforceability at the time of entering into this Agreement, they would have nevertheless contracted upon the terms contained herein, either including such provisions only to the maximum scope and application permitted by law, or excluding such provisions, as the case may be.

11.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached without impairing the legal effect of the signatures thereon, provided such signature page is attached to any other counterpart identical to the first counterpart except having signature pages executed by other parties to this Agreement attached thereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

EASTERN MUNICIPAL WATER DISTRICT

By: _____
Paul D. Jones II, P.E.
General Manager

Dated: _____

CUSTOMER

By: _____

Dated: _____

EXHIBIT "A"
PROJECT DESIGN AND COST ESTIMATE

This Page to be Completed and Attached to this Agreement Prior to Construction

DRAFT

EXHIBIT "B"
CUSTOMER'S BID AND/OR COST PROPOSAL

This Page to be Completed and Attached to this Agreement Prior to Construction

DRAFT

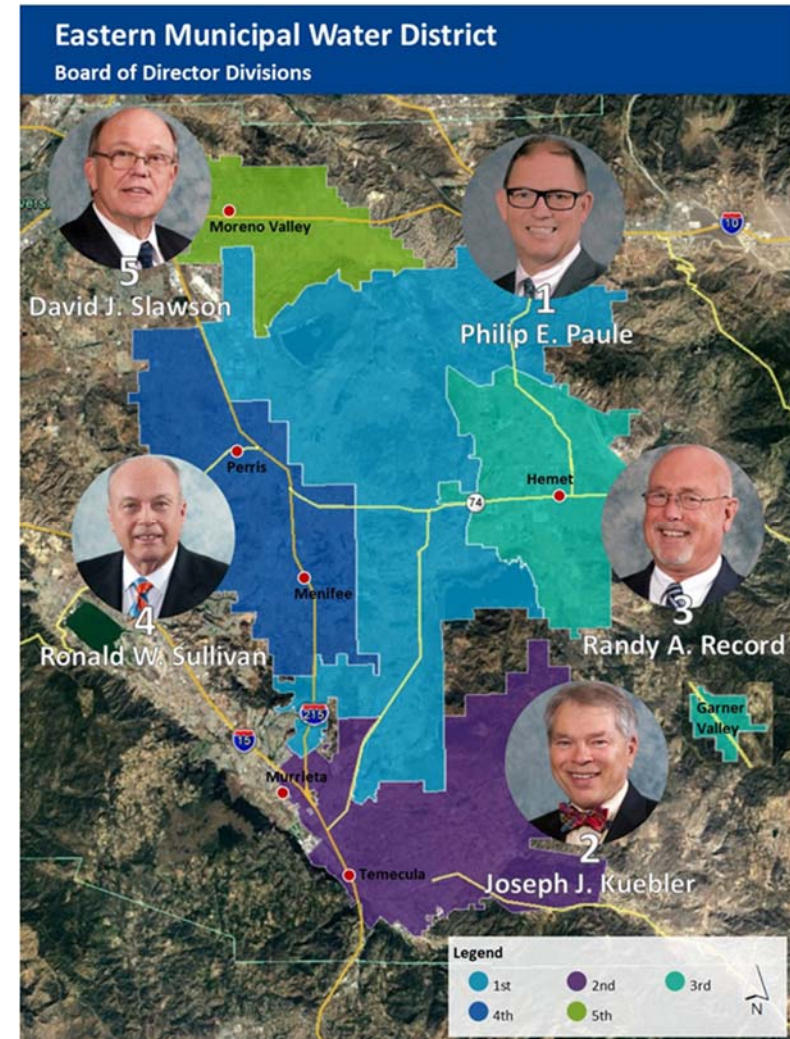


Accelerated Retrofit Program Public Information Meeting

December 7, 2017

EMWD Overview

- Established in 1950
- Unique agency, serving:
 - Water/wastewater/recycled
 - Wholesale and retail
- California's sixth-largest retail agency
- Five district-elected board members
- One of 26 member agencies of The Metropolitan Water District of Southern California
- Population: 804,000
- 555 square mile service area
 - Seven cities and unincorporated area
- Currently 40-percent built out



EMWD Overview – Recycled Water Program History

Program started in 1960's:

- Four tertiary treatment plants – 45 million of gallons per day produced
- Agricultural irrigation
- Sport fields, golf courses, parks, schools, medians, recreational.
- Industrial (regional power plant, manufacturing).
- \$188 million in capital investments
- Recently completed \$50 million in tanks, pump stations and boosters to stabilize system





Accelerated Retrofit Program (ARP) Overview and Process

John Wuerth

Senior Recycled Water Program Analyst



History of EMWD Recycled Water Retrofits

Retrofits were not new to EMWD, however, before the creation of the ARP, retrofits were:

- Customer driven and funded
- Challenging for the customer because of the existing process
 - Permitting – Division of Drinking Water (DDW)
 - Design – Reviewed and approved by EMWD
 - Upfront construction costs – Including inspection by EMWD
- Time consuming
 - Retrofit projects could take years to complete

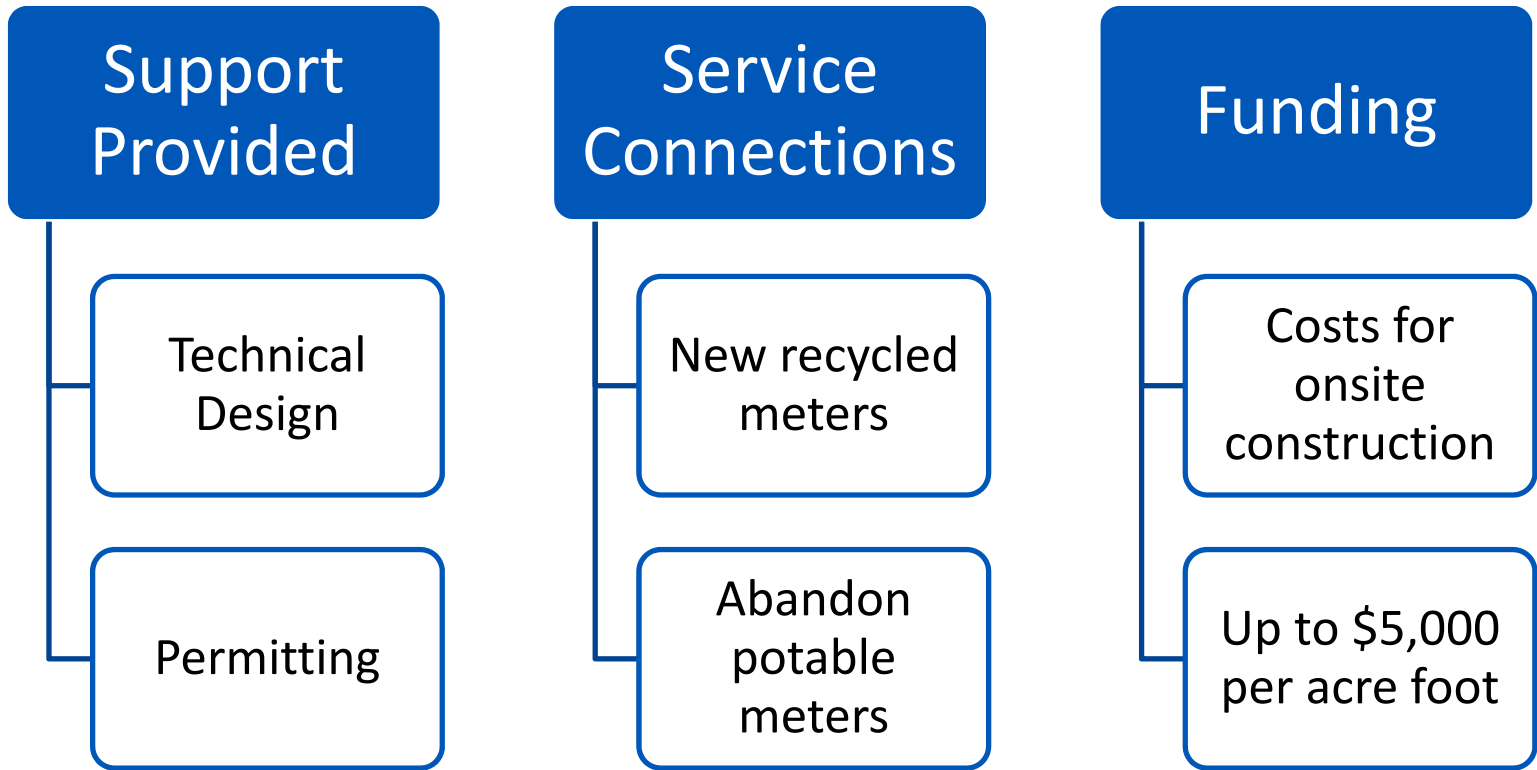
Customer feedback:

- Streamline Process
- Permitting/Design Assistance
- Financial Assistance



ARP Key Elements

Developed and kicked off Phase I ARP end of 2015



Successfully retrofitted 24 sites in 18 months



Goals and Tactics

- Goals:
 - Reduce potable water usage
 - Support sustainable landscape
 - Enhance customer partnerships
 - Community benefit
- Tactics:
 - Streamline permitting, design and construction
 - Provide financial assistance
 - **Accelerate** projects!

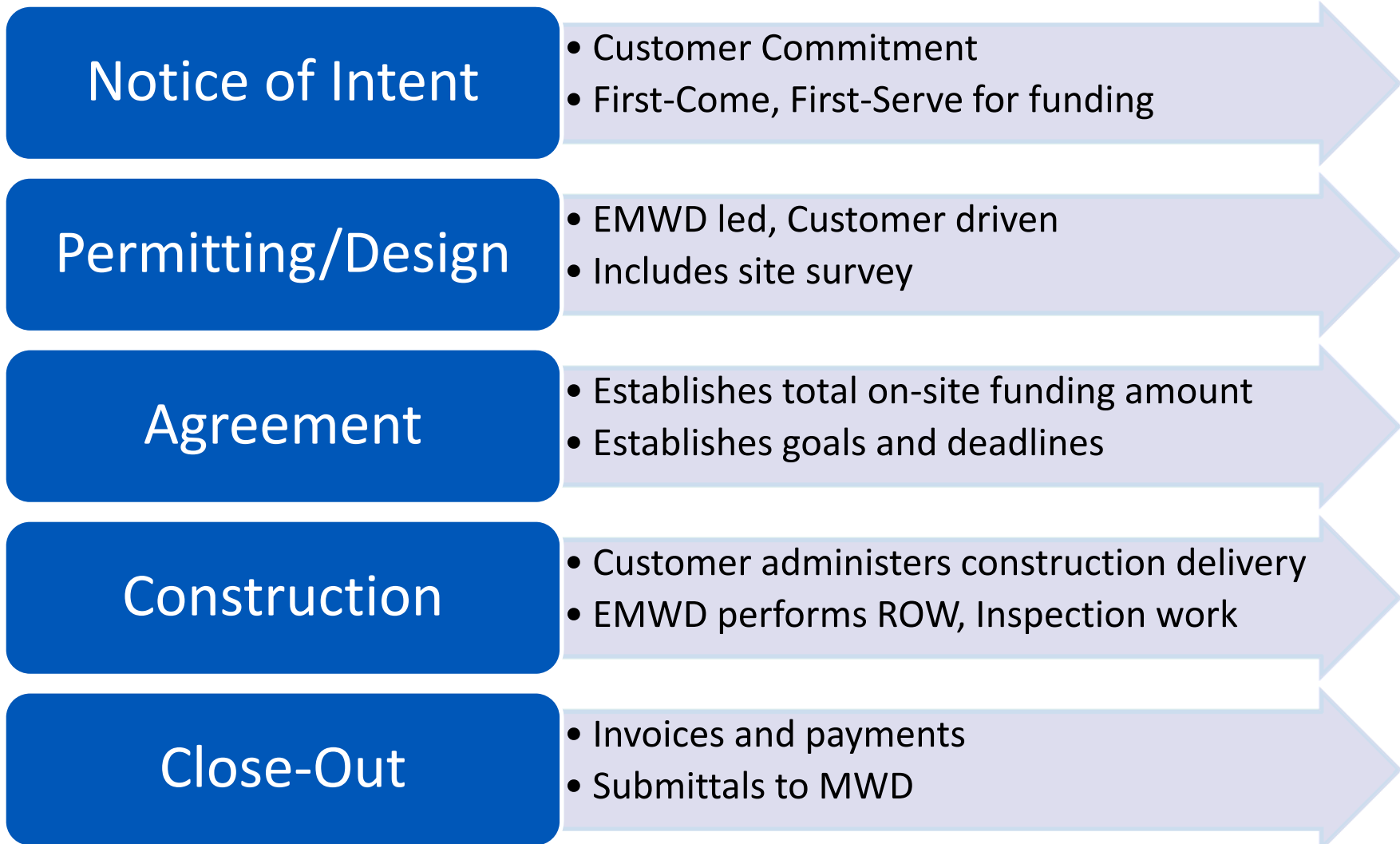


ARP Overview – Project Criteria

- EMWD landscape customer
- Adjacent to existing recycled water pipeline
- Public agencies receive priority
 - Focus on maintaining functional turf for public benefit
- Must agree to a site assessment process
- Applicants must work to meet deadlines



ARP Overview – Project Process



ARP Notice of Intent / Customer Contact Form

Notice of Intent:

- Preliminary commitment
- Established project benchmarks
- Funding basis
- Roles and responsibilities
- Requires staff support from customer

NOTICE OF INTENT

(CUSTOMER NAME) PARTICIPATION IN EASTERN MUNICIPAL WATER DISTRICT'S RECYCLED WATER RETROFIT PROGRAM

The purpose of this Notice of Intent is to affirm **(insert Customer Name)** intent to participate in the **Eastern Municipal Water District ("EMWD")** Recycled Water Retrofit Program.

RECITALS

WHEREAS, EMWD has established a "Recycled Water Retrofit Funding Program" (the "**Program**") in which EMWD will reimburse Customers for approved costs of connecting to its recycled water distribution facilities and retrofitting on-site irrigation systems; and

WHEREAS, Customers participating in the aforementioned Program agree to pay 75% of EMWD's then current potable water rate for a period not-to-exceed eight (8) years following connection and Customer's initial billing for recycled water at which time Customer's rate will adjust to EMWD's then current recycled water rate; and

WHEREAS, the terms, conditions and financial arrangements of the Program are more thoroughly described in the Agreement for Recycled Water Retrofit Funding, which a draft of said Agreement is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, EMWD has completed an initial site survey of **(insert Customer name and Site address)** ("Site") and has identified such location as a potential candidate for participation in the Program; and

WHEREAS, subject to **(insert Customer Name)** execution of this Notice of Intent, EMWD will proceed in preparing a design and cost estimate, at its own cost and expense, for connection of **(insert Customer Name)** Site to EMWD's recycled water distribution system; and

WHEREAS, **(insert Customer Name)** desires that EMWD proceed with said design and cost estimate and hereby affirms its intent to participate in the Program.

NOW, THEREFORE, in consideration of the above recitals **(insert Customer Name)** affirms its intent to:

1. Provide staff resources and assistance in support of EMWD's preparation of a design and cost estimate to be performed at EMWD's sole cost and expense.
2. Support EMWD's application and receipt of grant, or other funding that is offered or available through the Metropolitan Water District of Southern California (MWD), which shall be assigned to or be the property of EMWD.
3. Review Project designs and cost estimates for approval, which approval shall not be unreasonably withheld.



Permitting & Design

- Initial Site survey
 - As-built review
 - System operation
 - Site GPS
 - Customer staff support
- Permitting requirements
 - General construction requirements
 - DDW Coordination
- Final design
 - Final construction requirements
 - Engineer cost estimate
 - Approved by customer & EMWD



Funding Agreement

- Determines customer costs and contracting method
- Sets up project advancement goals and deadlines
- States construction, project management, and retention requirements
- Establishes total onsite funding amount and new water rates

**AGREEMENT FOR RECYCLED WATER RETROFIT FUNDING
BY AND BETWEEN EASTERN MUNICIPAL WATER DISTRICT,
(Insert Customer Name)**

This Agreement is made as of _____, 2017 ("**Effective Date**"), by and between **EASTERN MUNICIPAL WATER DISTRICT**, a municipal water district organized and operating pursuant to Division 20 of the California Water Code ("**EMWD**"), and (**INSERT CUSTOMER NAME**) ("**Customer**"), whose mailing address is (**INSERT ADDRESS**). EMWD and Customer are sometimes individually referred to herein as the "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, EMWD is committed to the efficient use of its valuable water supplies, including maximizing the beneficial use of recycled water in order to offset potable water use; and

WHEREAS, Customer owns real property located at (**insert address**) ("**Site**"). The Site is adjacent to EMWD's recycled water distribution system. Customer currently irrigates the Site with domestic water purchased from EMWD; and

WHEREAS, EMWD owns and operates four regional reclamation facilities which generate recycled water and Customer desires to purchase such recycled water from EMWD for allowable, suitable non-potable uses, specifically, for landscape irrigation; and

WHEREAS, in order to implement Customer's use of recycled water, Customer must make modifications (retrofits) to its existing on-site irrigation system; and

WHEREAS, in recognition that the cost of retrofitting irrigation facilities from domestic to recycled water impedes the ability of some of EMWD's customers to comply with the requirements of EMWD's Recycled Water Guidelines, and in order to encourage conservation of water resources and provide a means for greater control over the use of recycled water, EMWD has established the "EMWD Recycled Water Retrofit Funding Program" (the "**Program**"); and

WHEREAS, under the terms of the Program, EMWD will reimburse Customers for approved costs of connecting to EMWD's recycled water distribution facilities and retrofitting its on-site irrigation system(s) as more thoroughly described herein; and

WHEREAS, following Customer's construction, Customer agrees to pay 75% of EMWD's then current potable water rate for the Site for a period not-to-exceed eight (8) years following connection and Customer's initial billing for recycled water; and

WHEREAS, Customer additionally acknowledges and agrees that any grant, or other, funding associated with the Site retrofit to recycled water that is offered or provided by the Metropolitan Water District of Southern California (MWD) shall be assigned to, or otherwise be the property of EMWD; and



Construction

- Onsite construction methods:
 - In-house
 - Contractor bid
 - Blend
 - EMWD support
- ROW work by EMWD
- EMWD inspection/testing for regulatory compliance
- Invoices submitted by customer to EMWD
 - Monthly basis
 - Payment made within 30 days
- EMWD will provide GPS/GIS as-builts to customer upon completion
 - CAD, GIS and bond format



Program Costs

- Up front cost covered:
 - Design/permitting services
 - Onsite construction up to \$5,000/AF
 - New connections/abandonment
- Rates:
 - Average current potable water rate: \$1,513 AF
 - Special ARP rate is 75 percent of potable water rate: Currently \$1,135 AF
 - Rate would adjust annually relative to Board approved rate changes
 - After 8-years, revert to then applicable recycled water rate



ARP Responsibilities

Customer

- Enter agreement with EMWD/ provide staff support
- Develop design with technical support from EMWD
- Administer construction contract
- Meet performance provisions
- Provide appropriate invoices for EMWD review
- Pay program rate for 8-years



- Site survey/GPS
- Provide permitting services
- Provide technical design support up to and including construction drawings
- Review/approve construction proposal
- Review/approve invoices
- Process payment within 30-days

EMWD



Next Steps

- Review customer information package
- Sign and submit NOI
 - Required to advance project
- Complete Agency Contact Form
- Due to limited funding and accelerated schedule, NOI's must be received by December 21, 2017
 - Funding allocated on a first come, first serve basis
- Additional projects will be considered to meet program goals
- Project schedule objectives:
 - Design/Agreement within 2 months of NOI
 - Construction completed within 4 months of agreement



Contact Information

John Wuerth
Senior Recycled Water Program Analyst
Phone Number (951) 928-3777 ext. 4334
Email: wuerthj@emwd.org



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, P.E., Public Works Director/City Engineer

AGENDA DATE: February 6, 2018

TITLE: TRACT 22709-1 - ADOPT RESOLUTION NO. 2018-XX
ACCEPTING MAINTENANCE EASEMENTS FF, GG, AND II
OF TRACT MAP 22709-1

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution 2018-XX. A Resolution of the City Council of the City of Moreno Valley, California, Accepting Maintenance Easements for Lots FF, GG, and II of Tract Map 22709-1.
2. Direct the City Clerk to certify the acceptance of said easements and cause said certification to be recorded in the Office of the Recorder of the County of Riverside together with said Resolution.

SUMMARY

Offers of dedication for maintenance easements have been made to the City via the recorded map for Tract 22709-1. These outstanding offers must be accepted by City Council Resolution in order for the City to utilize the easements for maintenance. Therefore, staff recommends adoption of the Resolution thus accepting the offers of dedication. There is no cost to the City in accepting the offers of dedication.

DISCUSSION

Tract Map 22709-1, located north of John F. Kennedy Drive and east of Oliver Street, offered maintenance easements for Lots FF, GG, and II and were not accepted by the City at the time of recordation of the map. To date, the maintenance easements have not been accepted by the City. On January 13, 2004, the City entered a maintenance agreement with Promontory Park MV Owners Association. The terms of the maintenance agreement requires the City to maintain landscaping within Lots FF, GG,

and II of Tract Map 22709-1. The developer has completed its maintenance period of Lots GG and II, and the City is now prepared to assume maintenance per the agreement. The maintenance period for Lot FF was completed previously, and the City began maintaining the lot (a water quality basin) at that time. To allow the City and its contractors full legal access to the identified lots and in order for the City to fulfill the terms of the agreement, the maintenance easements offered for Lots FF, GG, and II on Tract Map 22709-1 need to be accepted by the City.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative because it will allow the City to accept the maintenance easements and maintain the lots per previous agreement.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative because it will result in unaccepted easements that cannot be utilized for maintenance.*

FISCAL IMPACT

There is no cost to the City for accepting the maintenance easements. The easements will be maintained by funds collected for this purpose. The cost to maintain the landscape and irrigation improvements will be funded by Community Services District Zone E-8 parcel charges and NPDES Regulatory Rate parcel charges.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Michael D. Lloyd, P.E.
Engineering Division Manager/Assistant City Engineer

Department Head Approval:
Michael L. Wolfe, P.E.
Public Works Director/City Engineer

Concurred By:
Candace Cassel
Special Districts 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.

CITY COUNCIL STRATEGIC PRIORITIES

1. **Economic Development**
2. **Public Safety**
3. **Library**

- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Resolution 2018-XX

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/24/18 1:00 PM
City Attorney Approval	<u>✓ Approved</u>	1/29/18 5:15 PM
City Manager Approval	<u>✓ Approved</u>	1/29/18 5:27 PM

RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING MAINTENANCE EASEMENTS FOR LOTS FF, GG, AND II OF TRACT MAP 22709-1

WHEREAS, each parcel of the real property hereafter described was heretofore a portion of the real property offered for dedication to use for maintenance purposes, which said offers of dedication have not heretofore been accepted by the City Council; and offers of dedication of Lots FF, GG, and II of Tract Map 22709-1 are more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, public convenience and welfare now require the use by the public of the above described real property for maintenance purposes; and

WHEREAS, the above described property completes the property offered for dedication to the City in this Tract Map.

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

1. The property described herein as Lots FF, GG, and II of Tract Map 22709-1 is hereby accepted for maintenance purposes.
2. The City Clerk shall certify to the acceptance of said property and cause said certification to be recorded in the Office of the Recorder of the County of Riverside together with this Resolution.

APPROVED AND ADOPTED this 6th day of February, 2018.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2018-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 6th day of February, 2018 by the following vote:

AYES:

NOES:

ABSENT:

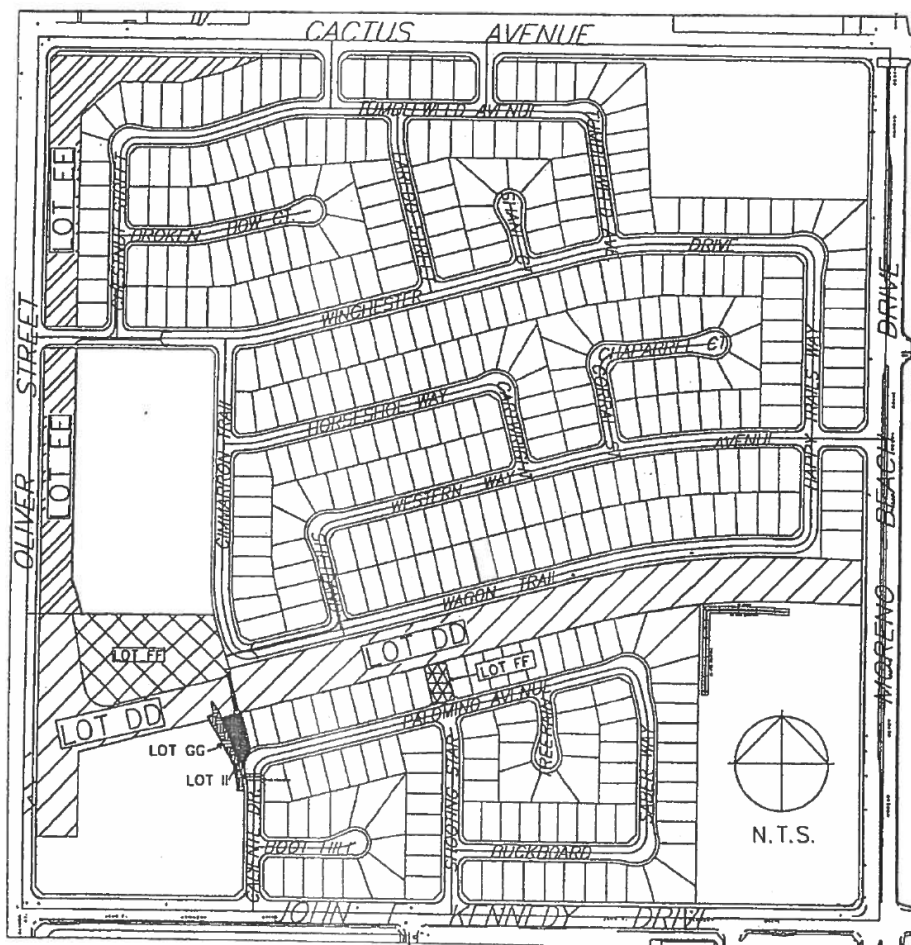
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

EXHIBIT "A"



ASSOCIATION PROPERTY & MAINTENANCE AREAS

LEGEND

TRACT 22709		TRACT 22709-1	
LOT "FF"		LOT "DD"	
LOT "EE"		LOT "GG"	
LOT "FF"		LOT "II"	

Attachment: Resolution 2018-XX [Revision 2] (2947 : ADOPT RESOLUTION NO. 2018-XX ACCEPTING MAINTENANCE EASEMENTS)

2003-40034
021618K

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 22709-1
BEING A DIVISION OF THE SOUTHEAST 1/4 OF SECTION 15
T.3S. R.3W. S.B.M.

SHEET 1 OF 13 SHEETS

WINCHESTER ASSOCIATES, INC.

FEBRUARY 2003

RECORDER'S STATEMENT

FILED THIS 14th DAY OF June, 2003 AT 8:44
IN BOOK 3596 OF MAPS AT PAGES 31-43
AT THE REQUEST OF THE CITY CLERK OF MORENO VALLEY
NO. 2003-101824
FEE: \$124.00
DARY L. ORSO, COUNTY ASSESSOR - CLERK - RECORDER
BY: Mike S. Lee, DEPUTY
SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNER OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDERLINE WE HEREBY DEDICATE TO PUBLIC USE, FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 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947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

WESTERN PACIFIC HOUSING, INC., A DELAWARE CORPORATION
Chris Chambers 4/24/03
VICE PRESIDENT
Jon Myhre 4/24/03
VICE PRESIDENT

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) S.S.
ON THIS 24th DAY OF April, 2003, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Chris Chambers & Jon Myhre, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAMES HAVE BEEN SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OF THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL
Michelle Calera
My Commission Expires December 17, 2005

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) S.S.
ON THIS ____ DAY OF _____, 2003, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) HAVE BEEN SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OF THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL

SOILS REPORT

A PRELIMINARY SOILS REPORT WAS PREPARED BY HIGHLAND SOILS ENGINEERING, INC. ON THE 31 ST DAY OF MAY, 1989 AS REQUIRED BY THE HEALTH AND SAFETY CODE

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, STATE OF CALIFORNIA, BY ITS CITY CLERK, ALICE REED, HEREBY APPROVES THIS TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON SUBJECT TO THE COMPLETION OF IMPROVEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES LOTS "A" THROUGH "Y" INCLUSIVE, MADE HEREON FOR PUBLIC ROAD AND AND PUBLIC UTILITY PURPOSES, AND AS A PART OF THE CITY MAINTAINED ROAD SYSTEM, AND ALSO ACCEPTS LOT "M" FOR PARK AND RECREATION PURPOSES SUBJECT TO THE COMPLETION OF IMPROVEMENTS FOR THE PARK AND PUBLIC UTILITY PURPOSES, AND ALSO ACCEPTS THE LANDSCAPE EASEMENTS MADE HEREON SUBJECT TO THE COMPLETION OF THE IMPROVEMENTS. WE ALSO HEREBY ACCEPT THE EQUESTRIAN EASEMENTS MADE HEREON SUBJECT TO THE COMPLETION OF THE IMPROVEMENTS. WE ALSO HEREBY ACCEPT THE PUBLIC ACCESS EASEMENTS MADE HEREON SUBJECT TO THE COMPLETION OF THE IMPROVEMENTS.

DATED 5/17/03 Alice Reed
CITY CLERK OF THE CITY OF MORENO VALLEY
ALICE REED

CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 22709 AS FILED, AMENDED, AND APPROVED BY THE CITY COUNCIL ON _____ AND THAT I AM SATISFIED 1987 THE EXPIRATION DATE BEING _____ AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: 5/20/03 BY: Trent Pulliam
Trent Pulliam, P.E. 20017 (Exp: 6/28/05)
CITY ENGINEER, CITY OF MORENO VALLEY

SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF FIVE (5) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING 1986; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN; OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP; THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

David S. Lawton 4-18-89
DPO SURVEYORS 4724
DIPRES 08-30-03



TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE/COUNTY/MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES. #4

DATED: June 1, 2003
PAUL McDONNELL, COUNTY TAX COLLECTOR
BY: Janica Arnold DEPUTY

TAX BOND CERTIFICATE

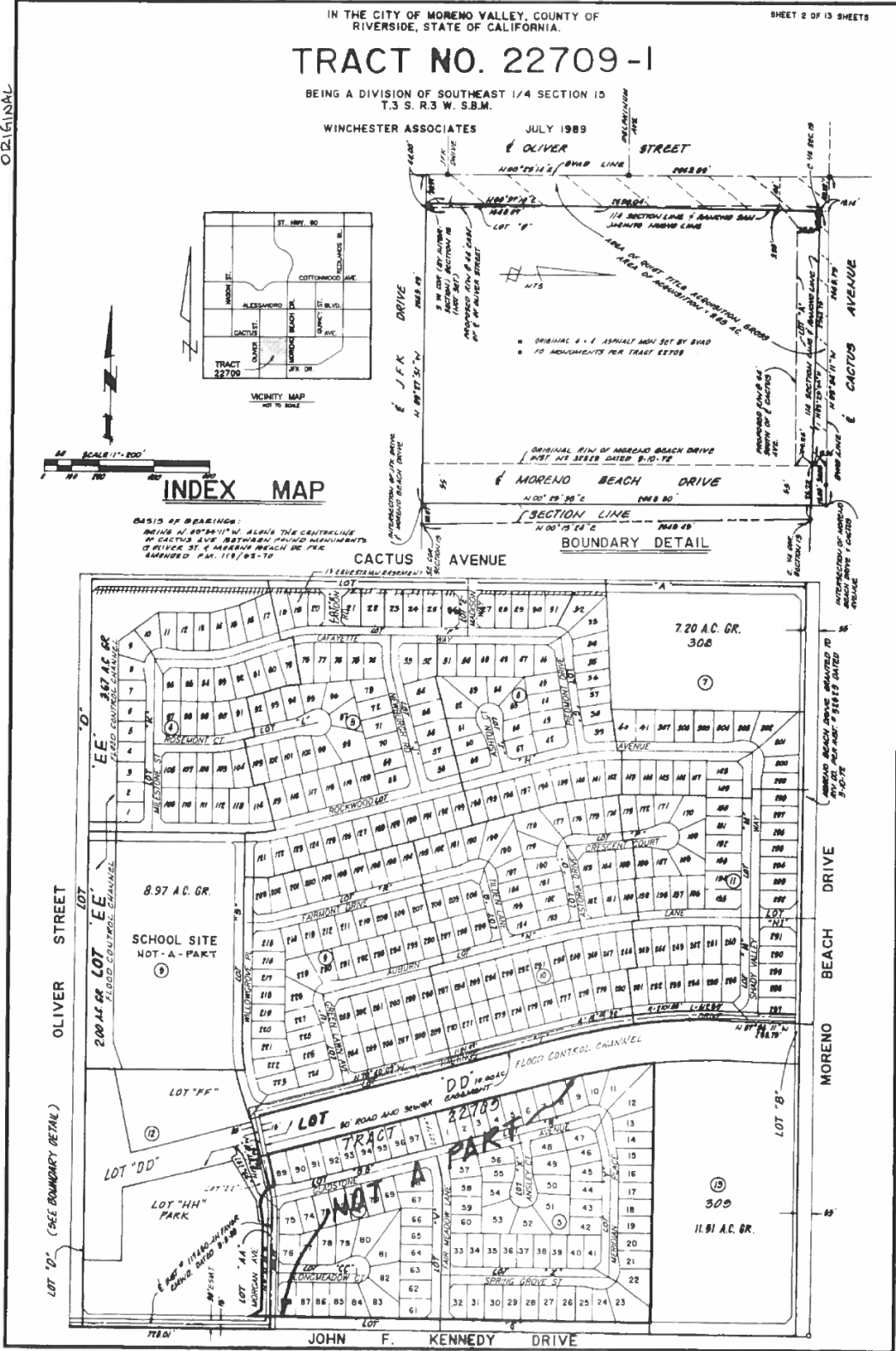
I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$-0- HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE COUNTY MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: June 2, 2003
CASH TAX BOND
PAUL McDONNELL, COUNTY TAX COLLECTOR
NAME: ROMERO
BY: Paul Romero
CLERK OF THE BOARD OF SUPERVISORS DEPUTY

EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$2 included in Map # 22709

Attachment: Resolution 2018-XX [Revision 2] (2947 : ADOPT RESOLUTION NO. 2018-XX ACCEPTING MAINTENANCE EASEMENTS)

2003-401934 ORIGINAL



Attachment: Resolution 2018-XX [Revision 2] (2947 : ADOPT RESOLUTION NO. 2018-XX ACCEPTING MAINTENANCE EASEMENTS)



Report to City Council

TO: Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Mel Alonzo, Parks & Community Services Director

AGENDA DATE: February 6, 2018

TITLE: APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC. TO PROVIDE LANDSCAPE MAINTENANCE AT CITY FACILITIES AND AQUEDUCT LANDSCAPING

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Approve the Amendment to the existing Agreement with Mariposa Landscapes, Inc., Irwindale, CA to provide landscape maintenance at City Facilities and Aqueduct Landscaping.
2. Authorize the City Manager to execute the Amendment to the Agreement for Professional Services with Mariposa Landscapes, Inc. and issuance of the Purchase Order for service beginning once the Amendment has been fully executed.
3. Authorize the City Manager or his designee to execute any subsequent related purchase order to the contract up to, but not exceeding \$10,000.00.

SUMMARY

This report recommends an increase of \$10,000.00 to the Agreement with Mariposa Landscapes, Inc., for unanticipated landscape maintenance services at Fire Stations, Animal Shelter, City Hall and Public Safety Building, plus the addition of the new Kitching Utility Substation to the contract in March 2018 increasing the total amount of the contract to \$228,869.42.

DISCUSSION

The State Water Resources Control Board restricted watering turf to only essential needs due to drought conditions facing the state. Although some state regulations have been recently rescinded, current regulations still prohibit irrigating turf on public street medians or publicly owned or maintained landscaped areas, except where the turf serves a community or neighborhood function.

In order to be in compliance with State water conservation efforts, irrigation was eliminated on turf at Fire Stations, Animal Shelter, City Hall and Public Safety Building, and the landscape at these facilities is being improved with drought tolerant ground covers. The cost for the landscape conversions is \$10,000.00.

In March 2018, the new Kitching Utility Sub Station located at 17180 Kitching Street will be added to the contract. This facility will require landscape maintenance from March 2018 through June 2018 at a total cost of \$850.00.

The \$10,000.00 increase is needed to offset the cost of the landscape improvements in the contract with Mariposa Landscape, Inc. Funding was approved in the FY 2017/18 budget for the landscape improvements.

ALTERNATIVES

1. Approve a \$10,000.00 increase and addition of the new Kitching Utility Sub Station in the Fourth Amendment to the Agreement for Landscape Maintenance Services. Staff recommends this alternative to continue landscape maintenance services.
2. Do Not approve a \$10,000.00 increase and addition of the new Kitching Utility Substation in the Fourth Amendment to the Agreement for Landscape Maintenance Services. Staff does not recommend this alternative as it may impact current landscape maintenance service levels.

FISCAL IMPACT

Approval of the Fourth Amendment to the Agreement will obligate the CSD to pay a total of \$228,869.42 per fiscal year: 1.) \$94,180.80 for CSD Zone A and CFD#1 Easements and Aqueducts; 2.) \$62,106.78 for Animal Shelter, ASES Administration Building, City Yard, Conference and Recreation Center, Electric Substation, Library, Public Safety Building, Senior Center, Utility; 3.) \$55,581.84 for City Hall, City Hall Annex, Fire Stations and Veteran's Memorial; 4.) \$7,000.00 for emergency work which includes \$850.00 for the new Kitching Utility Sub Station; and 5.) \$10,000.00 to cover additional unanticipated landscape maintenance services at Fire Stations, Animal Shelter, City Hall, and Public Safety Building.

Funding was approved in the FY 2017/18 budget for the landscape improvements in accounts 1010-40-45-30110-620910 (Fire Stations), 1010-20-38-18210-620910 (Animal

Shelter), 7310-30-40-18411-620910 (City Hall), and 1010-60-65-40010-620910 (Public Safety Building).

Funding for the utility substation is covered under item 4.) above “\$7,000.00 for emergency work.”

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Dean Ristow
Parks Maintenance Supervisor

Department Head Approval:
Mel Alonzo
Director of Parks and Community Services

CITY COUNCIL GOALS

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

ATTACHMENTS

- 1. 4th Amendment
- 2. ContractDocs020618

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	1/24/18 3:53 PM
City Attorney Approval	<u> ✓ Approved </u>	1/29/18 5:20 PM

City Manager Approval

✓ Approved

1/29/18 5:26 PM

AMENDMENT TO AGREEMENT

This Fourth Amendment to the Independent Contractor Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and Mariposa Landscapes, Inc. (hereinafter referred to as "Contractor") and is effective for Fiscal Year 2017/18 once the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Independent Contractor Agreement dated November 26, 2013.

Whereas, the Contractor is providing contract landscape maintenance services in the City of Moreno Valley, California.

Whereas, the Agreement provides for an extension for up to four additional twelve-month periods upon concurrence of both parties.

Whereas, the CSD and Contractor agreed to a 2% CPI increase.

Whereas, additional work for unanticipated landscape maintenance services is necessary at Fire Stations, Animal Shelter, City Hall and the Public Safety Building.

Whereas, the parties desire to amend the contract to reflect the additional work.

Section 1 – Amendment to Agreement.

- 1.1 CSD and Contractor agree to an increase of \$10,000.00 to cover the cost of additional work for unanticipated landscape maintenance services at Fire Stations, Animal Shelter, City Hall and Public Safety Building, increasing the total amount of the contract to \$228,869.42
- 1.2 Exhibit A-1 of the Agreement is hereby amended to include landscape maintenance of the new substation located at 17180 Kitching Avenue, Moreno Valley, CA, as set forth in Exhibit A-2 attached hereto.
- 1.3 Exhibit C of the agreement is hereby amended to reflect a total not to exceed fee of \$228,869.42.

Section 2 – Other Terms to Remain.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

Community Services District of the
City of Moreno Valley

Mariposa Landscapes, Inc.

By: _____
Thomas M. DeSantis, City Manager

By: _____
Terry Noriega, President

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Mel Alonzo, Director
Parks and Community Services

Date: _____

Attachment: 4th Amendment [Revision 1] (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

**EXHIBIT A-2
BASE COMPENSATION SHEET
SCHEDULE "A"**

Contractor shall have the responsibility to maintain facility landscapes. In general, work shall consist of facilities identified below.

Areas to be Maintained	Address	Monthly Maintenance Cost	Annual Maintenance Cost
COMMUNITY FACILITIES DISTRICT #1			
Towngate Community Center	13100 Arbor Park Lane	\$178.50	\$2,142.00
Towngate Aqueduct Bikeway	On Eucalyptus Avenue, 300 feet east of Arbor Park Lane	\$724.20	\$8,690.40
AQUEDUCT BIKEWAY			
Bay Avenue to Graham	Bay Avenue to Graham	\$418.20	\$5,018.40
Delphinium along Perham to John F. Kennedy	Delphinium along Perham to John F. Kennedy	\$642.60	\$7,711.20
Vandenberg to Fay	Vandenberg to Fay	\$193.80	\$2,325.60
CALIFORNIA AQUEDUCT			
North Aqueduct	North Aqueduct Ellsworth to Dracaea	\$581.40	\$6,976.80
Pan Am Section Aqueduct	Pan Am to Baywood	\$469.20	\$5,630.40
South Aqueduct A	16303 Parkside Lane	\$1,428.00	\$17,136.00
South Aqueduct B	16726 Via Pamplona	\$1,275.00	\$15,300.00
SCE & Old Lake	Old Lake Road s/o Sunnymead Ranch Parkway and Pigeon Pass, and Sunnymead Ranch between Gateway Park to North of Old Lake Road,	\$1,173.00	\$14,076.00
TOTAL ANNUAL COST SCHEDULE "A"			\$85,006.80

**EXHIBIT A-2
BASE COMPENSATION SHEET
SCHEDULE "B"**

Areas to be Maintained	Address	Monthly Maintenance Cost	Annual Maintenance Cost
Animal Shelter	14041 Elsworth	\$392.70	\$4,712.40
ASES Administration Building	4 th & W St. Building 823 (MARB)	\$280.50	\$3,366.00
City Yard	15670 Perris Blvd.	\$102.00	\$1,224.00
City Yard – Santiago	25180 Santiago Dr.	\$382.00	\$4,584.00
Conference and Recreation Center (CRC)	14075 Frederick	\$2,526.54	\$30,318.48
Electric Substation	27913 Cottonwood	\$188.70	\$2,264.40
Library	25480 Alessandro Blvd.	\$332.52	\$3,990.24
Public Safety Building (PSB)	25075 Calle San Juan De Los Lagos	\$1,081.29	\$12,975.42
Senior Center	27075 Fir Street	\$434.52	\$5,214.24
Electric Substation	28020 Bay Street	\$219.30	\$2,631.60
Electric Substation	17180 Kitching	\$200.00	\$2,400.00
TOTAL ANNUAL COST FOR SCHEDULE "B"			\$73,680.78

**EXHIBIT A-2
BASE COMPENSATION SHEET
FACILITIES**

Areas to be Maintained	Address	Monthly Maintenance Cost	Annual Maintenance Cost
City Hall	14177 Frederick St	\$876.18	\$10,514.16
City Hall Annex	14331 Frederick St	\$217.26	\$2,607.12
Fire Station 2	24935 Hemlock Ave	\$3,317.04	\$39,804.48
Fire Station 6	22250 Eucalyptus Ave		
Fire Station 48	10511 Village Rd		
Fire Station 58	28040 Eucalyptus Ave		
Fire Station 65	15111 Indian Ave		
Fire Station 91	16110 Lasselle St		
Fire Station 99	13400 Morrison Ave		
Veterans Memorial	Civic Center Roundabout	\$221.34	\$2,656.08
TOTAL ANNUAL COST FOR FACILITIES			\$55,581.84

Attachment: 4th Amendment [Revision 1] (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

EXTENSION AGREEMENT

This Extension Agreement to Independent Contractor Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and Mariposa Landscapes, Inc. (hereinafter referred to as "Contractor") and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Independent Contractor Agreement dated November 26, 2013.

Whereas, the Contractor is providing contract landscape maintenance services in the City of Moreno Valley, California.

Whereas, the Agreement provides for an extension for up to four additional twelve-month periods upon concurrence of both parties.

Whereas, the parties desire to enter into the fourth twelve-month extension.

Section 1 – Amendment to Agreement.

1.1 The extension period shall commence on July 1, 2017 and finish on June 30, 2018.

Section 2 – Other Terms to Remain.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

Community Services District of the City of Moreno Valley

By: [Signature]
City Manager

Date: 6.28.17

Mariposa Landscapes, Inc.

By: [Signature]
Terry Noriega, President

Date: 5/10/17

APPROVED AS TO LEGAL FORM:

By: [Signature]
City Attorney

Date: 5-31-17

RECOMMENDED FOR APPROVAL:

By: [Signature]
Director
Parks and Community Services

Date: 6-27-17

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

EXTENSION AGREEMENT

This Extension Agreement to Independent Contractor Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and Mariposa Landscapes, Inc. (hereinafter referred to as "Contractor") and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Independent Contractor Agreement dated November 26, 2013.

Whereas, the Contractor is providing contract landscape maintenance services in the City of Moreno Valley, California.

Whereas, the Agreement provides for an extension for up to four additional twelve-month periods upon concurrence of both parties.

Whereas, the parties desire to enter into the third twelve-month extension.

Section 1 – Amendment to Agreement.

1.1 The extension period shall commence on July 1, 2016 and finish on June 30, 2017.

Section 2 – Other Terms to Remain.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

Community Services District of the
City of Moreno Valley

By: [Signature]
City Manager

Date: 11.1.16

Mariposa Landscapes, Inc.

By: Terry Noriega
Terry Noriega, President

Date: 10/28/2016

APPROVED AS TO LEGAL FORM:

By: [Signature]
City Attorney

Date: 10-31-16

RECOMMENDED FOR APPROVAL:

By: M. Alonzo For G.O.
Director
Parks and Community Services

Date: 10-31-16

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

AMENDMENT TO AGREEMENT

This Amendment to the Independent Contractor Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and Mariposa Landscapes, Inc. (hereinafter referred to as "Contractor") and is effective for Fiscal Year 2016/17 once the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Independent Contractor Agreement dated November 26, 2013 and as amended such that time.

Whereas, the Contractor is providing contract landscape maintenance services in the City of Moreno Valley, California.

Section 1 – Amendment to Agreement.

- 1.1 The CSD and Mariposa Landscapes agree to the CPI increase of 2% which is an increase of \$4,377.38, increasing the total contract amount to \$218,869.42.
- 1.2 Exhibit A of the Agreement is hereby amended as set forth in Exhibit A-1, attached hereto.
- 1.3 Exhibit C of the Agreement is hereby amended to reflect a total not to exceed fee of \$218,869.42.

Section 2 – Other Terms to Remain.

- 2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

Community Services District of the City of Moreno Valley

By: [Signature]
City Manager

Date: 11.21.16

Mariposa Landscapes, Inc.

By: Terry Noriega
Terry Noriega, President

Date: 10/27/2016

APPROVED AS TO LEGAL FORM:

By: [Signature]
City Attorney

Date: 11-15-16

RECOMMENDED FOR APPROVAL:

By: [Signature]
Director
Parks and Community Services

Date: 11-18-16

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

**EXHIBIT A-1
BASE COMPENSATION SHEET
SCHEDULE "A"**

Contractor shall have the responsibility to maintain facility landscapes. In general, work shall consist of facilities identified below.

Areas to be Maintained	Address	Monthly Maintenance Cost	Annual Maintenance Cost
COMMUNITY FACILITIES DISTRICT #1			
Towngate Community Center	13100 Arbor Park Lane	\$178.50	\$2,142.00
Towngate Aqueduct Bikeway	On Eucalyptus Avenue, 300 feet east of Arbor Park Lane	\$724.20	\$8,690.40
AQUEDUCT BIKEWAY			
Bay Avenue to Graham	Bay Avenue to Graham	\$418.20	\$5,018.40
Delphinium along Perham to John F. Kennedy	Delphinium along Perham to John F. Kennedy	\$642.60	\$7,711.20
Vandenberg to Fay	Vandenberg to Fay	\$193.80	\$2,325.60
CALIFORNIA AQUEDUCT			
North Aqueduct	North Aqueduct Elsworth to Dracaea	\$581.40	\$6,976.80
Pan Am Section Aqueduct	Pan Am to Baywood	\$469.20	\$5,630.40
South Aqueduct A	16303 Parkside Lane	\$1,428.00	\$17,136.00
South Aqueduct B	16726 Via Pamplona	\$1,275.00	\$15,300.00
SCE & Old Lake	Old Lake Road s/o Sunnymead Ranch Parkway and Pigeon Pass, and Sunnymead Ranch between Gateway Park to North of Old Lake Road,	\$1,173.00	\$14,076.00
TOTAL ANNUAL COST SCHEDULE "A"			\$85,006.80

**EXHIBIT A-1
BASE COMPENSATION SHEET
SCHEDULE "B"**

Areas to be Maintained	Address	Monthly Maintenance Cost	Annual Maintenance Cost
Animal Shelter	14041 Elsworth	\$392.70	\$4,712.40
ASES Administration Building	4 th & W St. Building 823 (MARB)	\$280.50	\$3,366.00
City Yard	15670 Perris Blvd.	\$102.00	\$1,224.00
City Yard – Santiago	25180 Santiago Dr.	\$382.00	\$4,584.00
Conference and Recreation Center (CRC)	14075 Frederick	\$2,526.54	\$30,318.48
Electric Substation	27913 Cottonwood	\$188.70	\$2,264.40
Library	25480 Alessandro Blvd.	\$332.52	\$3,990.24
Public Safety Building (PSB)	25075 Calle San Juan De Los Lagos	\$1,081.29	\$12,975.42
Senior Center	27075 Fir Street	\$434.52	\$5,214.24
Utility	28020 Bay Street	\$219.30	\$2,631.60
TOTAL ANNUAL COST FOR SCHEDULE "B"			\$71,280.78

**EXHIBIT A-1
BASE COMPENSATION SHEET
FACILITIES**

Areas to be Maintained	Address	Monthly Maintenance Cost	Annual Maintenance Cost
City Hall	14177 Frederick St	\$876.18	\$10,514.16
City Hall Annex	14331 Frederick St	\$217.26	\$2,607.12
Fire Station 2	24935 Hemlock Ave	\$3,317.04	\$39,804.48
Fire Station 6	22250 Eucalyptus Ave		
Fire Station 48	10511 Village Rd		
Fire Station 58	28040 Eucalyptus Ave		
Fire Station 65	15111 Indian Ave		
Fire Station 91	16110 Lasselle St		
Fire Station 99	13400 Morrison Ave		
Veterans Memorial	Civic Center Roundabout	\$221.34	\$2,656.08
TOTAL ANNUAL COST FOR FACILITIES			\$55,581.84

AMENDMENT TO AGREEMENT

This Third Amendment to Independent Contractor Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and Mariposa Landscapes, Inc. (hereinafter referred to as "Contractor") and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Independent Contractor Agreement dated November 26, 2013.

Whereas, the Contractor is providing contract landscape maintenance services in the City of Moreno Valley, California.

Whereas, the Agreement provides for an extension for up to four additional twelve-month periods upon concurrence of both parties.

Whereas, the parties desire to enter into the second twelve-month extension.

Section 1 – Amendment to Agreement.

1.1 The extension period shall commence on July 1, 2015 and finish on June 30, 2016.

Section 2 – Other Terms to Remain.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

Community Services District of the
City of Moreno Valley

By: [Signature]
City Manager

Date: 7.14.15

Mariposa Landscapes, Inc.

By: [Signature]
Terry Noriega, President

Date: 6/2/2015

APPROVED AS TO LEGAL FORM:

By: [Signature]
City Attorney

Date: 6-30-15

RECOMMENDED FOR APPROVAL:

By: [Signature]
Betsy Adams, Director
Parks and Community Services

Date: 7-6-15

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

**SECOND AMENDMENT TO AGREEMENT
FOR INDEPENDENT CONTRACTOR SERVICES**

The Second Amendment to Agreement is by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT, a district formed pursuant to California Community Services District Law, County of Riverside, State of California, hereinafter referred to as "CSD," and Mariposa Landscapes, Inc., hereinafter referred to as "Contractor." This Second Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the CSD and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT," hereinafter referred to as "Agreement," dated November 26, 2013.

Whereas, the Contractor is providing routine landscape maintenance at various CSD facilities.

Whereas, it is desirable to amend the Agreement to include additional City of Moreno Valley facilities pursuant to Exhibit A of said Agreement. Contractor's pricing for said additional facilities is outlined in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

- 1.1 Contractor shall maintain the Landscape areas identified as the following:
 - 1.1.1 Fire Station 2, 24935 Hemlock Avenue
 - 1.1.2 Fire Station 6, 22250 Eucalyptus Avenue
 - 1.1.3 Fire Station 48, 10511 Village Road
 - 1.1.4 Fire Station 58, 28040 Eucalyptus Avenue
 - 1.1.5 Fire Station 65, 15111 Indian Avenue
 - 1.1.6 Fire Station 91, 16110 Lasselle Street

SECOND AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

- 1.1.7 Fire Station 99, 13400 Morrison Avenue
- 1.1.8 City Hall, 14177 Frederick Street
- 1.1.9 Annex 1, 14331 Frederick Street
- 1.1.10 Veteran's Memorial, Civic Center Roundabout

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

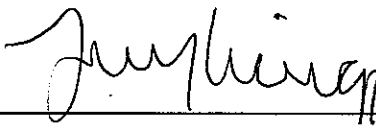
SECOND AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

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

Community Services District
of the City of Moreno Valley

Mariposa Landscapes, Inc.

By: 
City Manager

By: 
Terry Noriega
President

Date: 7.10.14

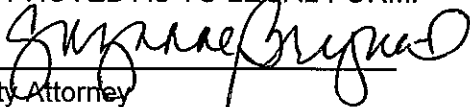
Date: 6-9-2014

INTERNAL USE ONLY

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:


City Attorney

10.25.14
Date

RECOMMENDED FOR APPROVAL:

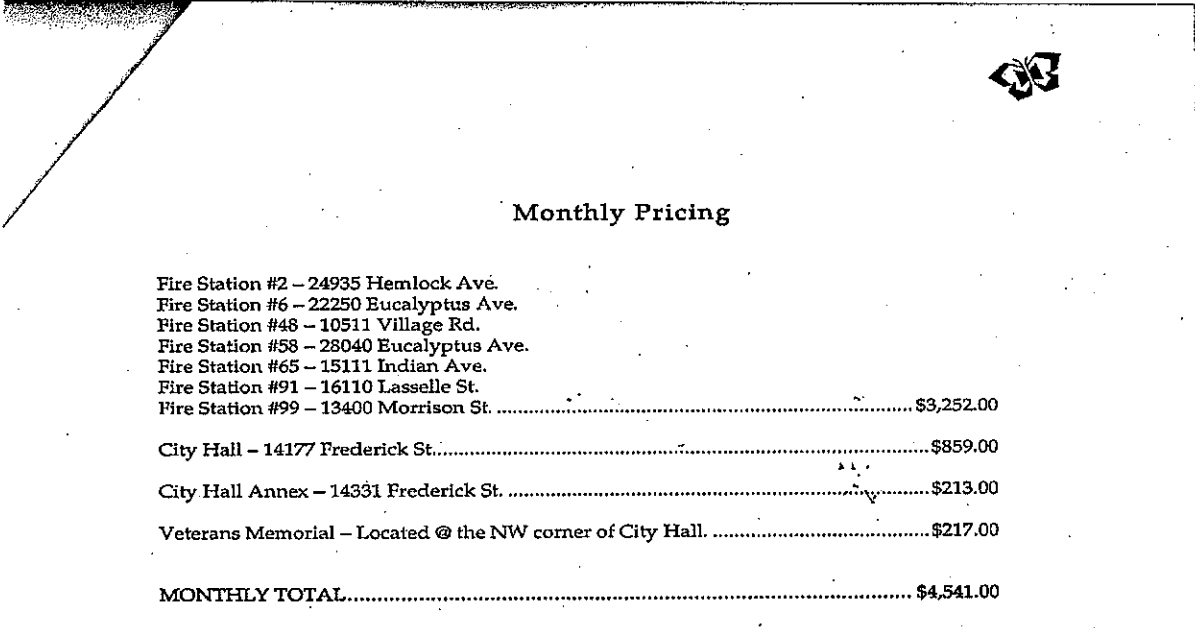

Department Head

7-8-14
Date

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

SECOND AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

EXHIBIT A



Monthly Pricing

Fire Station #2 – 24935 Hemlock Ave.	
Fire Station #6 – 22250 Eucalyptus Ave.	
Fire Station #48 – 10511 Village Rd.	
Fire Station #58 – 28040 Eucalyptus Ave.	
Fire Station #65 – 15111 Indian Ave.	
Fire Station #91 – 16110 Lasselle St.	
Fire Station #99 – 13400 Morrison St.	\$3,252.00
City Hall – 14177 Frederick St.	\$859.00
City Hall Annex – 14331 Frederick St.	\$213.00
Veterans Memorial – Located @ the NW corner of City Hall.	\$217.00
MONTHLY TOTAL.....	\$4,541.00

EXHIBIT A

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

AMENDMENT TO AGREEMENT

This Second Amendment to Independent Contractor Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and Mariposa Landscapes, Inc. (hereinafter referred to as "Contractor") and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Independent Contractor Agreement dated November 26, 2013.

Whereas, the Contractor is providing landscape maintenance services in the city of Moreno Valley, California.

Whereas, additional work for unanticipated landscape maintenance services is necessary.

Whereas, the parties desire to amend the contract to reflect the additional work.

Section 1 – Amendment to Agreement.

- 1.1 Exhibit A is hereby amended by adding the additional work set forth in Exhibit A-1, attached hereto.
- 1.2 Exhibit C of the agreement is hereby amended to reflect a total not to exceed fee of \$156,065.00 (\$149,065.00 on the original contract and an additional \$7,000.00 pursuant to this amendment).

Section 2 – Other Terms to Remain.

- 2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

Community Services District of the
City of Moreno Valley

Mariposa Landscapes, Inc.

By: [Signature]
City Manager, acting in the
Capacity of District Manager of the
Board of Directors for the
Moreno Valley Community
Services District

By: [Signature]
Terry Noriega, President

Date: 5-28-15

Date: 5-13-15

APPROVED AS TO LEGAL FORM:

by: [Signature]
City Attorney

Date: 5-14-15

RECOMMENDED FOR APPROVAL:

[Signature]
Betsy Adams, Director
Parks and Community Services

Date: 5-22-15

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

EXHIBIT A-1
SCOPE OF SERVICES

Contractor shall provide landscape maintenance for locations listed below. Contractor's compensation shall not exceed \$156,065.00 per fiscal year.

AREAS TO BE MAINTAINED

Community Facilities District #1

Towngate Community Center and Towngate Aqueduct Bikeway, Eucalyptus Avenue 300 feet east of Arbor Park Lane.

The Aqueduct Bikeway: Bay Avenue to Graham, Delphinium along Perham Drive to John F. Kennedy, and Vandenberg and Fay.

California Aqueduct

North Aqueduct: North Aqueduct Elsworth to Dracaea

Pan Am Section Aqueduct: Pan Am to Baywood

South Aqueduct A: 16303 Parkside Lane,

South Aqueduct B: 16726 Via Pamplonia

SCE & Old Lake: Old Lake Road s/o Sunnymead Ranch Parkway and Pigeon Pass, and Sunnymead Ranch between Gateway Park to North of Old Lake Road

City of Moreno Valley Animal Shelter, ASES Administration Building, City of Moreno Valley City Yard, Conference and Recreation Center, Electric Substation, City of Moreno Valley Library, Public Safety Building, Senior Center, and the Moreno Valley Utility.

Areas to be maintained may be amended with mutual consent of parties.

EXHIBIT A-1

AMENDMENT TO AGREEMENT

This First Amendment to Independent Contractor Agreement is made and entered into between the Community Services District of the City of Moreno Valley (hereinafter referred to as "CSD"), and Mariposa Landscapes, Inc. (hereinafter referred to as "Contractor") and is effective the date the CSD signs this Amendment.

Whereas, the CSD and Contractor entered into an Independent Contractor Agreement dated November 26, 2013.

Whereas, the Contractor is providing weed abatement services in the City of Moreno Valley, California.

Whereas, the Agreement provides for an extension for up to four additional twelve-month periods upon concurrence of both parties.

Whereas, the parties desire to enter into the first twelve-month extension.

Section 1 – Amendment to Agreement.

1.1 The extension period shall commence on July 1, 2014 and finish on June 30, 2015.

Section 2 – Other Terms to Remain.

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

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

SIGNATURE PAGE TO FOLLOW

Community Services District of the
City of Moreno Valley

By: [Signature]
City Manager

Date: 7.10.14

Mariposa Landscapes, Inc.

By: [Signature]
Terry Noriega, President

Date: 06-9-2014

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

Date: 6.25.14

RECOMMENDED FOR APPROVAL:

[Signature]
Betsy Adams, Director
Parks and Community Services

Date: 7-2-14

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

Moreno Valley Community Services District of the City of Moreno Valley
INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the Moreno Valley Community Services District, a district formed pursuant to California Community Services District Law, County of Riverside, State of California, hereinafter referred to as the "CSD", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon CSD policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the CSD signs this Agreement.

1. CONTRACTOR INFORMATION:

Contractor's Name: Mariposa Landscapes, Inc.
 Address: 15529 Arrow Highway
 City: Irwindale, CA 91706
 Business Phone: 616-960-0196 Fax: 626-960-8477
 Email: Joshua@mariposa-ca.com
 Business License #: 16607
 Federal Tax I.D. #: 95-4245898

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 CSD's responsibility, other than payment, is 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.
- D. The Contractor Starting Date is the date CSD signs this Agreement and the Contractor Ending Date is June 30, 2014. The Agreement shall be automatically renewed annually at the end of each fiscal year for a period not to exceed four (4) years, provided that funding appropriations and program approvals have been granted by the Board of the CSD and if no written notice of termination is received by either party. This Agreement shall be renewed on the same condition until a new Agreement is fully executed or until terminated as provided for in this Agreement. The CSD 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 CSD 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 CSD, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the CSD, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the CSD.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the CSD. 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 CSD 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. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the CSD, the City of Moreno Valley, and the Moreno Valley Housing Authority, their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the CSD's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. CSD Indemnification. The CSD agrees to indemnify, defend and save the Contractor harmless from any and all liability, claims, damages or injuries to any person, including injury to the CSD's, City's, and Housing Authority's and employees and all claims which arise from the negligent performance or failure to perform the services or other obligations of the CSD under this Agreement, or are caused by the negligent acts of the CSD, City, and Housing Authority, their officers, agents or employees, or its subcontractor(s) or any person acting for the CSD 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 Contractor, its officers, agent, employees, or subcontractors.

G. 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 CSD, City, and the Housing Authority 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

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on CSD/City/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 Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the CSD, it is agreed that the CSD, City of Moreno Valley, and the Moreno Valley Housing Authority, 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 CSD, City of Moreno Valley, and the Moreno

Valley Housing Authority, 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 CSD, 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 to the Risk Manager new evidence of insurance in the amounts established.

- H. 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 CSD 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 CSD and the Contractor agree that to the extent permitted by law, until final approval by the CSD, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. 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.
- J. (a) The CSD may terminate this Agreement 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 CSD. The CSD 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 CSD 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.
- K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The CSD 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. Upon reasonable notice, such records must be made available to the CSD's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

- L. Restrictions on CSD Employees. The Contractor shall not employ any CSD employee or official in the work performed pursuant to this Agreement. No officer or employee of the CSD shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. 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.

SIGNATURE PAGE TO FOLLOW

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

Community Services Department
of the City of Moreno Valley

MARIPOSA LANDSCAPES, INC.

BY: [Signature]
President

BY: [Signature]
Terry Noriega, President

DATE: 11-14-13

DATE: 10-31-13

INTERNAL USE ONLY

ATTEST:
[Signature]
 City Clerk

APPROVED AS TO LEGAL FORM:
[Signature]
 City Attorney

Date: 11-13-13

RECOMMENDED FOR APPROVAL:
[Signature]
 Michael McCarty, Director
 Parks and Community Services

Date: 11-26-13

- Attachment A: Scope of Services
- Attachment B: Services to be Provided to Contractor
- Attachment C: Terms of Payment
- Attachment D: Faithful Performance Bond

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

EXHIBIT "A" SCOPE OF WORK

Contractor shall have the responsibility to maintain facility landscapes. In general, work shall consist of items identified below.

The Contractor shall not work or perform any operation, particularly during periods of inclement weather, which may destroy or damage plant, ground cover or turf areas. The Parks Maintenance Supervisor shall have the authority to suspend the work, wholly or in part, for such period as he/she may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work. Any mowing missed due to inclement weather or holidays, and not rescheduled, shall be deducted from the monthly billing statement. Clippings are to be removed concurrent with each mowing.

Contractor shall be required to assign a designated English-speaking foreman as Project Manager. This individual will be the contact person for this project, and must be available to respond to inquiries, walk-throughs and inspections of the project as required. Project Manager shall be on site for a minimum of fifteen (15) hours per week. At least one member of any maintenance crew at each maintenance area shall be able to read and speak English fluently. All Contractors' personnel shall wear and maintain presentable uniforms complete with a nametag.

The Contractor or Project Manager shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification or attempted notification. If Contractor cannot be notified or does not respond in a timely manner, the City will respond and all costs will be charged to the Contractor. If Contractor fails to respond on three (3) separate occasions, Contractor will be subject to a \$250.00 deduction from his monthly invoice in addition to any CSD incurred costs.

The designated foreman shall perform a maintenance inspection weekly during daylight hours of all areas within the Maintenance Areas.

Foreman shall prepare and submit to the Parks Maintenance Supervisor, or designated Director, a weekly project report. A copy shall be included with the billing for prompt payment, said report shall indicate the overall condition of the "Maintained Areas" and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by Contractor to rectify said situation and indicate the anticipated time frame for compliance. Contractor will provide the CSD with monthly inspections with the billing statement.

The Contractor shall schedule his operations so as not to interfere with the public or employees of the City of Moreno Valley's use of the "Maintained Areas." Contractor shall conduct its operations so as to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed. Hours of maintenance service may be conducted between 7:00 a.m. and 4:00 p.m.

AREAS TO BE MAINTAINED

Contractor shall maintain the Landscape areas identified as the following:

Community Facilities District #1

Towngate Community Center and Towngate Aqueduct Bikeway, Eucalyptus Avenue 300 feet east of Arbor Park Lane.

The Aqueduct Bikeway: Bay Avenue to Graham, Delphinium along Perham Drive to John F. Kennedy, and Vandenberg and Fay.

California Aqueduct

North Aqueduct: North Aqueduct Elsworth to Dracaea

Pan Am Section Aqueduct: Pan Am to Baywood

South Aqueduct A: 16303 Parkside Lane,

South Aqueduct B: 16726 Via Pamplona

SCE & Old Lake: Old Lake Road s/o Sunnymead Ranch Parkway and Pigeon Pass, and Sunnymead Ranch between Gateway Park to North of Old Lake Road

City of Moreno Valley Animal Shelter, ASES Administration Building, City of Moreno Valley City Yard, Conference and Recreation Center, Electric Substation, City of Moreno Valley Library, Public Safety Building, Senior Center, and the Moreno Valley Utility.

TURF CARE

The Contractor shall perform, at his sole expense, the following services:

Mowing: Turf to be mowed with an adequately sharpened power rotary mower to ensure a smooth surface appearance without scalping or leaving visible clippings on the turf or adjacent walkways. All turf grasses are to be cut so that no more than one-third the height of the grass blade is removed during any one mowing operation. Recycling mowers will only be used upon acceptance by the Parks Maintenance Supervisor or approved Director. The mowing heights will be adjusted according to the needs of the CSD or during periods of renovation. A mowing schedule will be established and maintained. This schedule will provide that all areas will be mowed not less than once a week.

Edging: The edge of the grass along sidewalks, curbs, shrub and flowerbeds, and walls shall be trimmed to a neat and uniform line. Where trees occur in turf areas, all grass shall be removed 6 inches from the trunks of trees by approved chemicals or by hand as required. Mulch may be applied to the base of tree trunks to reduce weed growth (mulch will be supplied by the City). Weedeaters may not be used to clear turf around trees or sprinklers. Contractor shall trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging will be done concurrent with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical or hand methods. Turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. After mowing and edging is completed, all adjacent hardscape areas are to be cleaned immediately upon completion of the mowing.

Example Fertilization Schedule: A fertilization schedule will be established and maintained. This schedule will provide that fertilization of turf areas occur as often as necessary to maintain the turf in vigorous healthy condition. The minimum frequency of fertilization is included in the

“frequency schedule.” The CSD will provide all fertilizer; the contractor will provide all labor and equipment necessary for fertilizer applications at no additional cost to the CSD.

JAN	FEB	MAR	APR	MAY	JUNE
	Turf Supreme 16-6-8 6#/1000 SF			Turf Supreme 16-6-8 6#/1000 SF	
JULY	AUG	SEP	OCT	NOV	DEC
		Turf Supreme 16-6-8 6#/1000 SF			Nitra King 22-3-9 5#/1000 SF

Weed Control: Turf areas shall be maintained in a weed-free condition. Chemical control for broadleaf weeds shall be applied on an as-needed basis to maintain weed free condition. All personnel applying these chemicals shall be properly licensed, certified, and trained in accordance with applicable regulations in effect at the time of application.

Insect/Pest Control: Turf shall be maintained free of diseases and insects. Rodents and varmints are maintained by the CSD.

Irrigation System Maintenance: All turf and planter areas shall be irrigated to provide a lush green appearance. Irrigation components shall be properly maintained and adjustments made to limit overspray and prolonged run times. The entire irrigation system shall be checked following mowing and repairs completed within 24 hours. Repairs needed due to vandalism or traffic collisions will be billed as extra work. Irrigation controllers shall be adjusted as needed to minimize water consumption.

Application Notices: The contractor is required to submit application notices, such as a two-day notice prior to applying chemicals, to the CSD and to Cal-Ag . (Article 8.07.b)

SHRUB, GROUND COVER AND TREEWELL CARE

The Contractor shall perform the following services:

Pruning: Prune shrubbery during the term of the contract to encourage healthy growth habits and for shape and appearance. All shrubs shall, at all times, be free of dead wood, weak, diseased, insect-infested, and damaged limbs. Contractor shall remove all clippings the same day shrubbery is pruned. Pruning shall be done to maintain a well-groomed, laced-out appearance appropriate for plant size, species, and surroundings. Under no circumstances shall any shrubs be pooled or balled.

Trimming: Contractor shall restrict growth of shrubbery and ground cover plants to areas behind curbs and walkways and within planter beds by trimming as necessary, or as requested by the CSD. All shrubs shall be maintained at a height below street name signs and behind curbs. Major trimming shall be performed a minimum of four (4) times per year to restrict plant height and width. All trimming debris shall be picked up and removed on the same day that trimming occurs. Soundwall vines shall be trimmed to restrict growth on sign poles and light posts. At no time will plants be permitted to extend over the curbline and into gutters. Oleander hedges shall be kept trimmed to restrict growth to a maximum height of 8 to 10 feet and the sides trimmed to prevent encroachment into traffic lanes.

Renovation: Contractor shall renovate ground cover plants according to methods appropriate to the specific plant material encountered, as needed to maintain a healthy, vigorous appearance and growth rate. This includes, but is not limited to, thinning and trimming to encourage growth or to achieve a more manicured appearance.

Disease and Insect Control: Contractor shall maintain all areas free of diseases and insects.

Weed Control: All ground cover, shrub beds, hard surfaces and tree wells shall be kept weed free at all times. Methods for control may incorporate one or more of the following:

1. Hand removal
2. Cultivation
3. Chemical eradication (except in areas that rely on reseeding to maintain appearance). Weed whipping is not an acceptable alternative for weed control. Debris generated by weed control must be removed from site each day and disposed of in a proper, legal manner.

Mulching: Contractor shall maintain a 4 inch layer of mulch in all bare soil areas in shrub beds and tree wells. Mulch will be provided by the CSD.

CSD will provide fertilizer and the contractor will provide all labor and equipment for fertilizer applications at no additional cost to the CSD.

JAN	FEB	MAR	APR	MAY	JUNE
		Gro-Power Plus 5-3-1 20#/1000 SF			
JULY	AUG	SEP	OCT	NOV	DEC
		Gro-Power Plus 5-3-1 20#/1000 SF			

Shrub and Ground Cover Replacement: Contractor shall replace all untreated, diseased shrubs and ground cover plants with the same plant species of similar size in all contract areas within 24 hours when plant mortality is a result of contractor negligence. Substitutions for any plants must have prior approval in writing by the CSD. Original plans and specifications should be consulted to determine the correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance by the CSD.

The ground cover shall be maintained to a height not to exceed ten inches. Weedeaters are appropriate to accomplish this task. Undesirable plant material or weeds shall be removed. Removal of desirable annual flora growth, after it has flowered and seeded, (such as, but not limited to, Daylilies) if necessary. All shrubs shall have a one-foot clear area maintained around the plant base at all times.

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

Annual color beds shall be maintained with appropriate seasonal flowers. CSD shall provide flowers. All Labor and equipment required to plant the flowers will be considered regular maintenance and is not a billable extra.

TREE CARE

ALL trees are to be maintained in a manner that will promote normal, healthy growth.

For the purposes of these Specifications, trimming, pruning, and pest control operations for those portions of trees in excess of eighteen feet in height are to be considered Additional Work.

Any tree shall be pruned at any time in order to:

- Remove dead, diseased, or damaged branches.
- Remove unwanted encroachments into public and/or utility rights-of-way.
- Correct any condition which the Director has deemed to be hazardous.

Trees over eighteen feet in height shall:

- Be considered extra work and Contractor shall submit a written estimate for the cost of performing work to the CSD for approval.
- Be pruned and/or trimmed as necessary to maintain proper site orientation.
- Be pruned and/or trimmed to remove unwanted encroachments into public and/or utility rights-of-way.
- Be pruned and/or trimmed to correct any condition which the Director has deemed to be hazardous.

Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge-pole-type stakes is the minimum Standard.

Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

USE OF CHEMICALS

The Contractor shall perform the following services:

Chemical Application:

Permits: All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural Commissioner. Contractor shall file a copy of the special permit with the CSD prior to use.

GENERAL CLEAN-UP

The Contractor shall also perform the following services:

Trash Removal: Contractor shall remove all trash and litter a minimum of once per week from all Maintained Areas, as indicated and specified in the "Minimum Frequency Schedules". All trash

generated through routine contract operations shall be transported to a legal disposal site at the cost of the contractor.

Curb and Gutter Maintenance: Contractor shall remove all weeds and grass growing in and around curb and gutter areas. This is not limited to the space between curbs, cutters, and air conditioning units.

Drain Maintenance: All drains and catch basins shall be free of silt and debris at all times, at no additional cost to the CSD.

Removal of Leaves: Accumulations of leaves shall be removed from all areas not less than once per week.

Monument Signs: Contractor shall be required to keep monument signs clean of dirt and debris. Any damage shall be reported to CSD.

MAINTENANCE OF SIDEWALKS, WALKWAYS, DRAINAGE SYSTEMS, PARKING LOTS AND MISCELLANEOUS IMPROVEMENTS

Sidewalks and Walkways: In Maintained Areas, Contractor shall notify CSD of any conditions that may affect the health and safety of the public.

Contractor shall replace all sidewalks, walkways, and roadways damaged by Contractor's negligence.

Contractor shall not be responsible for the replacement of roadways, walkways, or sidewalks worn due to normal deterioration.

Contractor shall thoroughly clean all hard surface areas a minimum of once per week or more often, if necessary, to maintain in a clean and safe condition. Weeds shall be removed, as needed. Contractor shall not be permitted to blow dirt and debris into traffic lanes. All litter and debris shall be either manually removed or vacuumed. The tops of all stamped concrete surfaces shall be kept clean of dirt and debris.

All expansion joints and cold joints shall be kept weed free at all times.

All asphalt parking lots at the listed CSD facilities shall be included as part of the scope of work. This includes weeds that appear in asphalt cracks.

Drainage Systems: The following services shall be provided by the Contractor:

All surface drains ("V" ditches) in the Maintained Areas, if any, shall be kept clear of debris and plant growth so that water will have an unimpeded passage to its outlet.

All sub-surface drains (except storm drains) in the Maintained Areas, if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to sub-surface drains shall be kept clear of leaves, paper and other debris to ensure the unimpeded passage of water. Contractor shall immediately, upon discovery, notify CSD of all broken or stolen sections of pipe, catch basin boxes, and grates.

IRRIGATION SYSTEM MAINTENANCE

Contractor shall be responsible to irrigate all landscaped areas as required to maintain adequate growth rate and appearance and in accordance with the schedule most conducive to maintain a lush green appearance. Consideration shall be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing of runoff, and the relationship of conditions which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of prolonged heat. Contractor shall be responsible to manually irrigate areas that do not have automatic irrigation systems.

Contractor shall be responsible for maintaining all systems within the jurisdiction of this contract and for the correction of coverage, sprinkler adjustments, nozzle replacements, head cleaning, minor valve and controller maintenance, replacement of irrigation controller batteries and re-programming of irrigation controllers. Repairs required due to vandalism or traffic collisions shall be billed as extra work.

Contractor shall be required to perform complete irrigation system checks on a weekly basis following mowing or maintenance activity. All malfunctions shall be reported by the end of the work day and repairs completed within 24 hours.

All irrigation shall be scheduled to activate during non peak traffic periods. Facilities and adjacent landscaping irrigation may operate between 10 pm and 6 am. Frequent intervals may be required to reduce irrigation runoff. Contractor shall be required to respond to turn off irrigation system during times of inclement weather and in cases of emergency. Response time shall not exceed 2 hours.

EXTRAORDINARY REPAIRS

Any extraordinary incident such as vandalism, acts of God, and third-party negligence which has or will affect any Maintained Area and is within the scope of The Contractor's responsibilities, shall be documented by Contractor by a phone call, photographs, and/or written statement, and documentation shall be given to the CSD within eight (8) hours. Contractor is not responsible for reporting or documenting graffiti. Contractor shall perform the above documentation upon discovery of extraordinary incidents.

The CSD may, at its discretion, when it learns of the need for extraordinary repairs, direct the Contractor to perform necessary repairs and replacements in accordance with the following:

Contractor shall submit a written estimate for the cost of performing such work to the CSD. The CSD may, upon review and approval of such estimate, authorize Contractor to perform said work by the issuance of a written work order. Upon completion of the work, Contractor shall submit a bill to the CSD and the CSD shall reimburse Contractor, but only up to the amount of the agreed upon cost estimate. In the event Contractor's written estimate is not approved, the CSD reserves the right to contract with a third party to perform such work or to make the repairs using CSD staff. All parts used by the Contractor shall be reimbursed at Contractor's direct cost.

Notwithstanding the above, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the CSD may verbally authorize work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the CSD.

MAINTENANCE INSPECTION

The Contractor shall:

Weekly perform a maintenance inspection during daylight hours of all facilities within the Maintained Areas.

Contractor's designated foreman shall meet on site with an authorized representative of the CSD on a weekly basis for a walk-through inspection. Said meeting shall be at the convenience of the CSD. Any corrective work required as a result of an inspection or any interim inspection by the CSD shall be accomplished to the satisfaction of the CSD as follows:

The CSD will provide a written notice ("punch list") to the Contractor to correct the deficiencies within specified time frames. Said specified time frames shall be reasonable, as determined by the CSD, to correct the specified deficiencies.

Should the Contractor fail to correct deficiencies within said time frames, the CSD may contract the work or may perform the work utilizing CSD employees and contract labor. The cost for corrective measures will be deducted and forfeited from the payments to the Contractor by the CSD.

This action shall not be construed as a penalty but as an adjustment of payment to Contractor for the purpose of recovering the costs incurred by the CSD due to the failure of the Contractor to comply with the provision of this Contract. Should it become necessary for the CSD to provide personnel to assist or complete a task as per this maintenance contract, the Contractor will be billed for all costs, plus a 15% administrative fee.

Reasonable time frames are defined as follows:

- a. Emergency service notification or attempted notification must be responded to within two (2) hours. No further notification will be given.
- b. Areas impacted and affected by health and safety issues shall immediately be barricaded to inform the public and CSD personnel of potential dangers in that area. Repairs must be completed within three (3) working days of notification. No further notification will be given.
- c. All other issues will receive written notification ("punch list") giving five (5) working days for completion. If the deficiency is not corrected within the required five (5) day period, any item which has not been corrected by the end of the five (5) day period may be completed by the CSD or by other contractual services and actual costs will be charged to the Contractor without further notification.

EXHIBIT A
 BASE COMPENSATION SHEET
 SCHEDULE "A"

Areas to be Maintained	Address	Monthly Maintenance Cost	Annual Maintenance Cost
COMMUNITY FACILITIES DISTRICT #1			
Towngate Community Center	13100 Arbor Park Lane	\$175.00	\$2,100.00
Towngate Aqueduct Bikeway	On Eucalyptus Avenue, 300 feet east of Arbor Park Lane	\$710.00	\$8,520.00
AQUEDUCT BIKEWAY			
Bay Avenue to Graham	Bay Avenue to Graham	\$410.00	\$4,920.00
Delphinium along Perham to John F. Kennedy	Delphinium along Perham to John F. Kennedy	\$630.00	\$7,560.00
Vandenberg to Fay	Vandenberg to Fay	\$190.00	\$2,280.00
CALIFORNIA AQUEDUCT			
North Aqueduct	North Aqueduct Elsworth to Dracaea	\$570.00	\$6,840.00
Pan Am Section Aqueduct	Pan Am to Baywood	\$460.00	\$5,520.00
South Aqueduct A	16303 Parkside Lane	\$1,400.00	\$16,800.00
South Aqueduct B	16726 Via Pamplona	\$1,250.00	\$15,000.00
SCE & Old Lake	Old Lake Road s/o Sunnymead Ranch Parkway and Pigeon Pass, and Sunnymead Ranch between Gateway Park to North of Old Lake Road,	\$1,150.00	\$13,800.00
TOTAL ANNUAL COST SCHEDULE A			\$83,340.00

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

BASE COMPENSATION SHEET

SCHEDULE B

Areas to be Maintained	Address	Monthly Maintenance Cost	Annual Maintenance Cost
Animal Shelter	14041 Elsworth	\$385.00	\$4,620.00
ASES Administration Building	4 th & W St. Building 823 (MARB)	\$275.00	\$3,300.00
City Yard	15670 Perris Blvd.	\$128.00	\$1,536.00
Conference and Recreation Center (CRC)	14075 Frederick	\$2,477.00	\$29,724.00
Electric Substation	27913 Cottonwood	\$185.00	\$2,220.00
Library	25480 Alessandro Blvd.	\$326.00	\$3,912.00
Public Safety Building (PSB)	25075 Calle San Juan De Los Lagos	\$1,060.083	\$12,721.00
Senior Center	27075 Fir Street	\$426.00	\$5,112.00
Utility	28020 Bay Street	\$215.00	\$2,580.00
TOTAL ANNUAL COST FOR SCHEDULE "B"			\$65,725.00

ADDITIONAL WORK PRICING
Routine Irrigation Repair Prices

Irrigation repair parts for routine repairs @ cost plus 15%

UNIT PRICES (PARTS AND LABOR)

1.	Pop-up sprinkler in place	4" @	<u>\$8.50</u>	Each
		6" @	<u>\$10.00</u>	Each
		12" @	<u>\$14.00</u>	Each
2.	Pop-up gear drive sprinkler in place	4" @	<u>\$38.00</u>	Each
		12" @	<u>\$58.00</u>	Each
3.	Fixed shrub sprinkler in place	@	<u>\$10.00</u>	Each
4.	Fixed shrub gear drive sprinkler in place	@	<u>\$38.00</u>	Each
5.	1-gallon shrub in place	@	<u>\$7.00</u>	Each
6.	5-gallon shrub in place	@	<u>\$18.00</u>	Each
7.	5-gallon tree in place (stakes included)	@	<u>\$30.00</u>	Each
8.	15-gallon tree in place (stakes included)	@	<u>\$75.00</u>	Each
9.	24" box tree in place (stakes included)	@	<u>\$275.00</u>	Each
10.	36" box tree in place (guy wires included)	@	<u>\$750.00</u>	Each
11.	Flat of ground cover in place	@	<u>\$28.00</u>	Each
12.	Planter bed mulch in place	@	<u>\$40.00</u>	/cubic yard
13.	Turf renovation (includes dethatch, overseed, top dress)	@	<u>\$81.00</u>	/1000 SF
14.	Turf aeration	@	<u>\$16.00</u>	1000 SF
15.	Additional labor	@	<u>\$30.00</u>	/man hour
16.	Additional supervision	@	<u>\$45.00</u>	/man hour
17.	Additional Irrigation Technician	@	<u>\$45.00</u>	/man hour

EXHIBIT "B"**SERVICES TO BE PROVIDED
TO CONTRACTOR**

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 CSD, 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 CSD.
3. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
4. Provide timely CSD staff liaison with the Contractor when requested and when reasonably needed.

EXHIBIT B

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$149,065.00 per fiscal year.
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 CSD. 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 CSD as provided in this Agreement 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 CSD pay for more services than have been satisfactorily completed and the CSD'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) 413-3087.

Copies of invoices may be submitted to the Parks Maintenance Division kathys@moval.org or calls directed to (951) 413-3703.
4. The Contractor agrees that CSD 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 CSD. 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, Purchase Order No.)
 - 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 CSD shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

EXHIBIT C

EXHIBIT D
FAITHFUL PERFORMANCE BOND
(Attached)

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2017

B.6.b

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 Global Risk, LLC 800 N. Wilshire Blvd., Second Floor Los Angeles, CA 90017 License #0L60361	CONTACT NAME: PHONE (A/C, No, Ext): 310-514-8425 FAX (A/C, No): 310-514-8688 E-MAIL ADDRESS: certs@globalriskcap.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Mariposa Landscapes, Incorporated 15529 Arrow Highway Irwindale, CA 91706	INSURER A: Sentry Casualty Company	NAIC # 28460
	INSURER B: A+ (XV) CA	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	90-20720-01	04/01/17	04/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

APPROVED AS TO FORM
 DATE 5/8/17
 BY [Signature]
 CITY ATTORNEY
 CITY OF MORENO VALLEY
 WIC Approved

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Job: Project #E-2/13-13. Maintenance of Parkway Median and Open Space Landscaping and Irrigation.
 WC Waivers of Subrogation apply per WC990410B0914 attached.

CERTIFICATE HOLDER City of Moreno Valley Project #E-2/13-13 14177 Frederick Street 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. AUTHORIZED REPRESENTATIVE Maria Duarte Mavor
---	--

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

SENTRY CASUALTY COMPANY
Carrier Code No. 37877

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-20720-01 00 171

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

Copyright 1983 National Council on Compensation Insurance.

MAR 90-20720-01 00 171
03-22-17
PAGE 001

MARIPOSA LANDSCAPES INC

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM ✓

A. The following is added to Paragraph 2. In SECTION II - WHO IS AN INSURED:

Any person or organization you are required by written contract or agreement to name as an additional insured subject to the following:

Any such person or organization must be approved in writing by us as an additional insured. Coverage for such person or organization will begin on the date of our approval.

- a. No such person or organization is an additional insured for your acts, errors or omissions if such acts, errors or omissions are not also covered under such person or organization's liability insurance.
- b. No such person or organization is an additional insured for "bodily injury" or "property damage" for acts, errors or omissions of any additional insured.

B. With respect to the insurance afforded to the additional insureds under Paragraph A. above, the following is added to SECTION III - LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement does not increase the applicable Limits of Insurance shown in the Declarations.

C. With respect to the insurance afforded to the additional insureds under Paragraph A. above, Paragraph I. Damage To Your Work in Paragraph 2. Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY in SECTION I – COVERAGES is replaced by the following

This insurance does not apply to:

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

D. With respect to the insurance afforded to the additional insureds under Paragraph A. above, The following is added to Paragraph 4. Other Insurance in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is primary if required by the contract or agreement. If there is no such requirement, this insurance will be excess and paragraph b. Excess Insurance applies.

COMMERCIAL GENERAL LIABILITY

- E. With respect to the insurance afforded to the additional insureds under Paragraph A. above, the following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**, in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, we will waive our rights to recover against any additional insured for payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under the contract or agreement and included in the "products completed operations hazard"

if such waiver is required by the contract or agreement.

Policy Number: 618-00-11-21-0001

Name Insured: Mariposa Landscapes Inc

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 04/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	21. Towing – Any Covered Auto
11. Employees As Insureds	

1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- To any person or organization included as an "insured" by endorsement or in the Declarations; or
- To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** 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 at any time.

6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under **Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
 2. Two-way mobile radio or telephone;
 3. Scanning monitor receiver; or
 4. GPS Navigation System,
- including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.
c. The most we will pay for this coverage is \$5,000 per occurrence.

8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a, their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

- d. The following definition is added to the **DEFINITIONS** section of the policy:
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
- e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS – the Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",
apply only when such "accident", claim, "suit" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. An executive officer of the corporation or insurance manager, if you are a corporation; or
 - d. A manager, if you are a limited liability company.

11. EMPLOYEES AS INSUREDS

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. EMPLOYEE HIRED AUTOS

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

For purposes of this coverage grant, paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
 1. Any covered "auto" you lease, hire, rent or borrow; and
 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

The Fellow Employee exclusion under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. 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.

15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss**, or **Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

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.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

16. LEASE GAP COVERAGE

Under paragraph **C. Limit of Insurance** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under **SECTION II – LIABILITY COVERAGE**, the Coverage Extension for **Supplementary Payments** is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500.
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph **a.** of this provision **18.** does not apply to any organization:
 - 1. That is a joint venture or partnership;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph **a.** of this provision **18.** does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under **SECTION III – PHYSICAL DAMAGE** Coverage Extensions, the limit for **Transportation Expenses** is amended to \$75 per day and the maximum is amended to \$2,250.

20. RENTAL REIMBURSEMENT

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", 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 Extension.

21. TOWING – COVERED AUTOS

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.

Policy Number: 618-00-11-21-0001

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PARTThe following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)



REQUEST FOR LEGAL SERVICES

DATE OF REQUEST: 3/21/2017	DEPT/DIV FILE ID: Parks & CS
REQUESTER: Anne Shacklett	EXTENSION/EMAIL: 3702
DEPARTMENT: Parks & CS	DIVISION: Parks Maintenance
DEPT./DIV. PROJECT TITLE/I.D.:	RESPONSIBLE SUPERVISOR: Mel Alonzo
CITY COUNCIL INITIATED? (check one) YES NO XX	SIGNATURE OF DEPT HEAD:
RELATED REQUEST PREVIOUSLY SUBMITTED TO THE CITY ATTORNEY'S OFFICE? YES NO If YES: Attorney: PJE City Attorney's File ID Number: Please attach a copy of the original request and response from our office.	
TITLE OF ITEM OR DOCUMENT: Mariposa Landscape . Please review, approve and return to Parks Maintenance. Thanks	
SERVICES REQUESTED: (Include specific Legal Issues or questions to be addressed and provide all relevant background information and attach all necessary document.) Please review, approve and return to Parks Maintenance.	

Note: Requests will generally be completed within 10 business days. Therefore please submit your requests allowing for this response time.

CITY ATTORNEY'S OFFICE RESPONSE:

DATE SUBMITTED: 4/24/17	LOGGED BY: Jmm	ASSIGNED TO: Jmm/PJE
CA MATTER NO.: 2012-0214	CA MATTER NAME: Mariposa landscape	

CONFIDENTIAL: PROTECTED BY ATTORNEY-CLIENT AND ATTORNEY WORK PRODUCT PRIVILEGES

ATTORNEY RESPONSE/COMMENTS:
 Missive primary non-contributory endorsement for ~~GL~~ Policy

Ins Approved 5/8/17 Jmm → Attached (DB)

Scanned In Scanned Out
 Return to Dept. Forward to _____ Other: _____

Attachment: ContractDocs020618 (2934 : APPROVAL OF AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC.)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, P.E., Public Works Director/City Engineer

AGENDA DATE: February 6, 2018

TITLE: PUBLIC HEARING FOR FOUR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDINGS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceedings for the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate to be applied to the property tax bill(s).
2. Direct the City Clerk to count the returned NPDES ballots.
3. Verify and accept the results of the mail ballot proceedings as maintained by the City Clerk on the Official Tally Sheet.
4. Receive and file the Official Tally Sheet with the City Clerk's office.
5. If approved, set the rate and impose the NPDES maximum commercial/industrial regulatory rate to the Assessor's Parcel Numbers mentioned in this report.

SUMMARY

The action before the City Council is to conduct a Public Hearing for four National Pollutant Discharge Elimination System (NPDES) mail ballot proceedings. The process to accept 17 parcels into the City's NPDES funding program impacts four property owners, not the general citizens or taxpayers of the City.

The City requires property owners of development projects to mitigate the cost of certain impacts created by the proposed development, such as the cost of complying with the

state and federal NPDES requirements. The City offers the NPDES funding program to assist property owners in satisfying the requirement. After a property owner approves the City's NPDES rate through a mail ballot proceeding, the City can levy the rate on the annual property tax bill of the authorized parcel(s). Attachment 1 outlines the steps to satisfy the NPDES funding requirement.

The four property owners participating in tonight's Public Hearing are Moreno Indian, LLC, OM MacArthur, LLC, Duke Realty Limited Partnership, and Prologis. Moreno Indian, LLC is approved to construct a 436,350 sq. ft. warehouse on the southwest corner of Indian St. and Grove View Rd. OM MacArthur, LLC is approved to construct a 39-unit apartment complex on the north side of Hemlock Ave., east of Swegles Ln. Duke Realty Limited Partnership is approved to construct a 241,216 sq. ft. warehouse on the northwest corner of Perris Blvd. and San Michele Rd. Prologis is approved to construct an industrial park at the intersection of Eucalyptus Ave. and Quincy St. (collectively, the "Property Owner").

Each Property Owner has requested to participate in the City's NPDES funding program. If a property owner approves the mail ballot and the City Council accepts the results, the condition of approval will be satisfied for their respective project.

The revenue generated by this program provides funding to monitor pollution control of storm water runoff into municipally owned drainage facilities, lessening the financial impact of compliance with the state and federal requirements on the general taxpayer in Moreno Valley.

DISCUSSION

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES program. The Santa Ana Regional Water Quality Control Board administers the NPDES program through the issuance of a Permit. The NPDES program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. The City's current NPDES Permit requires all new development projects comply with storm water management requirements.

As a condition of approval for development projects, the Land Development Division (Public Works Department) requires property owners to provide a funding source to support activities for the NPDES program requirements. The City Council adopted the NPDES residential regulatory rate on June 10, 2003, and the NPDES commercial/industrial regulatory rate on January 10, 2006. Revenue received from the rate supports the increased compliance activities related to the development. It also reduces the financial impact to the General Fund to maintain compliance with the unfunded requirements of the Permit. The City's storm water management activities include annual and periodic facility inspections for site design; NPDES permit compliance, and implementation of Best Management Practices and maintenance for specified facilities.

The Property Owner for each project is required to provide a funding source for the NPDES program as a condition of approval. Detailed parcel information for the properties subject to the condition of approval is listed in the following table.

Property Owner/Project	Assessor's Parcel Number(s)	Location	FY 2017/18 NPDES Maximum Rate(s)
Moreno Indian, LLC PEN16-0020/SBP17-0007 436,350 sq.ft. warehouse	316-210-090	Southwest corner of Indian St. and Grove View Rd.	\$236.86/parcel commercial/industrial
OM MacArthur, LLC PA14-0027/SBP17-0003 39-unit apartment complex	292-211-001, 292-181-001, and 292-181-002	North side of Hemlock Ave., east of Swegles Ln.	\$236.86/parcel commercial/industrial
Duke Realty Limited Partnership PEN17-0098/SBP17-0010 241,216 sq.ft. warehouse	316-190-017, 316-190-036, and 316-190-037	Northwest corner of Perris Blvd. and San Michele Rd.	\$236.86/parcel commercial/industrial
Prologis PA07-0084/SBP17-0012 4-building industrial park	488-330-011, 488-330-012, 488-330-013, 488-330-017, 488-330-018, 488-330-022, 488-330-023, 488-330-024, 488-330-025, and 488-330-032	Intersection of Eucalyptus Ave. and Quincy St.	\$236.86/parcel commercial/industrial

Property owners have two (2) options to satisfy the condition of approval:

- 1) Approve the NPDES rate and authorize the City to collect the rate on the annual Riverside County property tax bill through participation in a mail ballot proceeding; or
- 2) Fund an endowment.

Each Property Owner has decided to have the NPDES rate applied to the annual property tax bill. Before the City can levy the NPDES rate on the property tax bill, each Property Owner must first approve it and authorize the City to levy it on the annual property tax bill through a mail ballot proceeding. A mail ballot proceeding is a legally required process to approve new charges, or an increase to existing charges, on property tax bills (Proposition 218). Each Property Owner was mailed a notice and a ballot to cast their vote (Attachment 2-5). The notice provides the purpose and amount of the charge and the potential annual inflationary adjustment. The City is required to provide a property owner with 45 days to review the notice and an opportunity to address the City Council. The Property Owner will have an opportunity to address the City Council during the public comment portion of the Public Hearing. The ballots are due to the City Clerk prior to the close of the Public Hearing. At the close of the Public Hearing, the ballots can be opened and counted, and results announced.

The condition of approval to provide a funding source for the NPDES program will be satisfied with each property owner's approval of the NPDES mail ballot and City Council

acceptance of the results. In the event a property owner does not return their ballot, does not approve the ballot, or returns an invalid ballot (unmarked or unsigned), this condition of approval will remain unsatisfied and may delay development of their project. The ballot for each mail ballot proceeding will be counted separately to determine if the property owner approved inclusion of their respective properties in the NPDES program.

This action meets the Strategic Plan Priorities by managing and maximizing Moreno Valley's public infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.

ALTERNATIVES

1. Conduct the Public Hearing and upon its close, count and verify the returned ballots and accept the results. *Staff recommends this alternative as it will satisfy each project's condition of approval if the property owner approves their respective ballot.*
2. Open the Public Hearing and continue it to a future regular City Council meeting. *Staff does not recommend this alternative as it will delay announcement of the ballot results and may delay project development.*
3. Do not conduct the Public Hearing. *Staff does not recommend this alternative as it will delay the condition of approval from being satisfied and may delay project development. Additional costs will be incurred to restart the 45-day noticing period.*
4. Do not conduct the Public Hearing at this time but reschedule it to a date certain during a regular City Council meeting. *Staff does not recommend this alternative as it may delay project development and will incur additional costs to restart the 45-day noticing period.*

FISCAL IMPACT

The fiscal year (FY) 2017/18 NPDES maximum commercial/industrial regulatory rate is \$236.86 per parcel, and any division thereof. The NPDES maximum regulatory rate for FY 2018/19 and each subsequent FY is subject to an annual inflationary adjustment, provided the City Council approves such increase each year. The annual increase cannot exceed the annual inflationary adjustment without approval of the property owners subject to the charge.

Revenue received from the NPDES rate is restricted and can only be used within the storm water management program. This revenue offsets storm water management program expenses, which reduces financial impacts to the General Fund and maintains compliance with the unfunded requirements of the Permit. The NPDES rate is only applied to the property tax bills of parcels wherein their property owners have previously provided approval.

NOTIFICATION

The ballot documents were mailed to each Property Owner at least 45-days in advance of the Public Hearing. The documents included a notice to the Property Owner, map of the project area, NPDES commercial/industrial rate schedule, NPDES ballot, instructions for marking and returning the ballot, and a postage paid return envelope addressed to the City Clerk.

Newspaper advertising for tonight's Public Hearing was published in The Press-Enterprise on January 18 and 25, 2018.

PREPARATION OF STAFF REPORT

Prepared by:
Isa Rojas
Management Analyst

Department Head Approval:
Michael L. Wolfe, P.E.
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Concurred by:
Michael Lloyd, P.E.
Engineering Division Manager/Assistant City Engineer

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.

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.

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

ATTACHMENTS

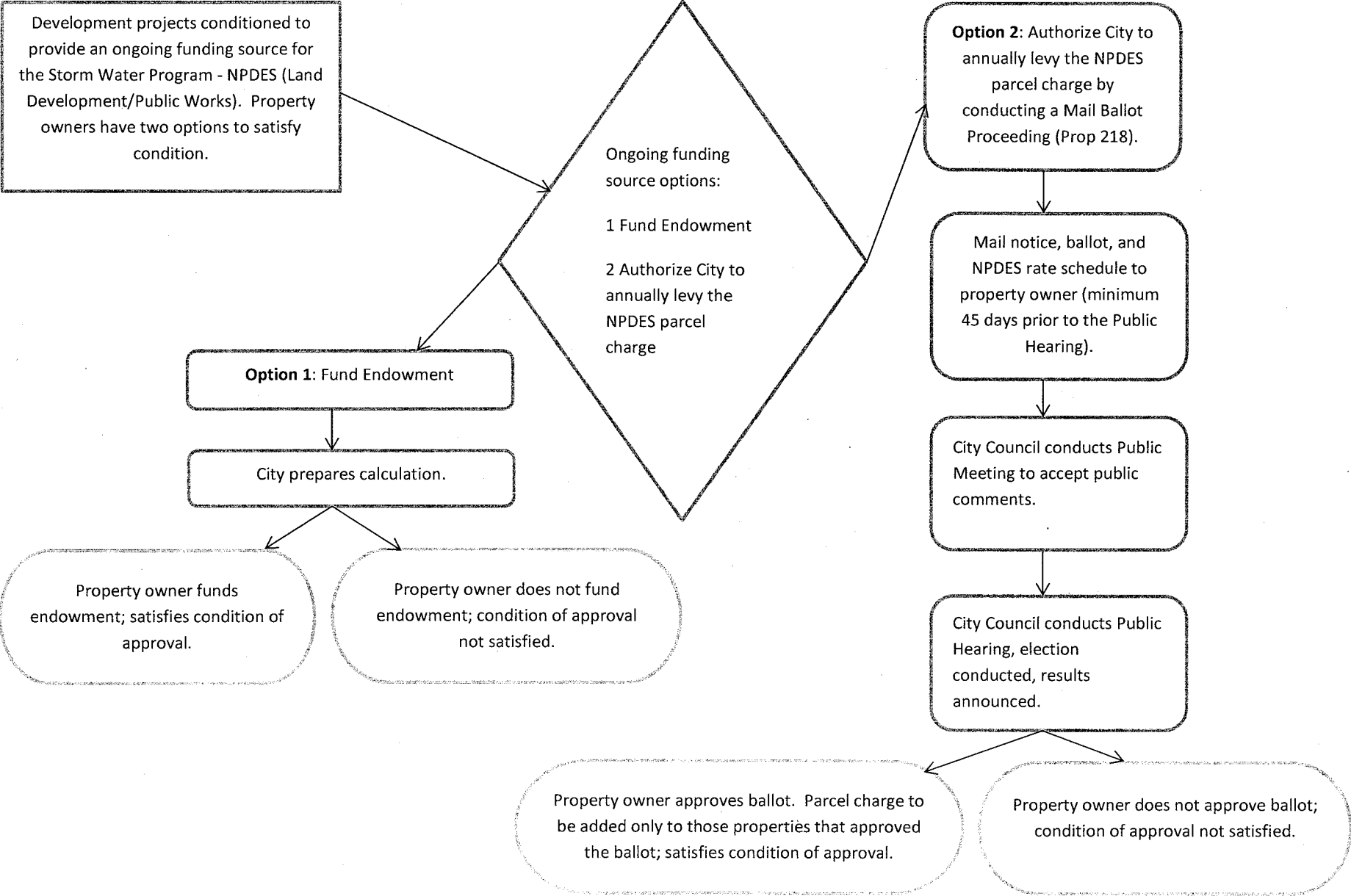
1. Flowchart
2. Ballot Documents for Moreno Indian, LLC

- 3. Ballot Documents for OM MacArthur, LLC
- 4. Ballot Documents for Duke Realty Limited Partnership
- 5. Ballot Documents for Prologis

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	12/15/17 10:55 AM
City Attorney Approval	<u>✓ Approved</u>	12/14/17 3:18 PM
City Manager Approval	<u>✓ Approved</u>	1/22/18 11:22 AM

Process Flow for Property Owners/Developers to Satisfy Funding Requirement for the Storm Water Program



This process flow is simplified for illustration purposes. Contact the Special Districts Division at 951.413.3480 for the detailed process.

November 12, 2014

Attachment: Flowchart (2909) : PUBLIC HEARING FOR FOUR NATIONAL POLLUTANT DISCHARGE

TEL: 951.413.3480
 FAX: 951.413.3498
 WWW.MOVAL.ORG



14331 FREDERICK STREET, SUITE 2
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

November 16, 2017

Moreno Indian, LLC
 Attn: Janine Padia
 18802 Bardeen Avenue
 Irvine, CA 92612-1521

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APN 316-210-090

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor’s Parcel Number (APN) 316-210-090 the opportunity to express support for or opposition to the approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and services. Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding fulfills Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program.

Background

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the National Pollution Discharge Elimination System (NPDES) Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City’s current NPDES Permit mandates all new development projects comply with storm water management activities. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to exceed the rate previously approved by the property owner.

Attachment: Ballot Documents for Moreno Indian, LLC (2909 : PUBLIC HEARING FOR FOUR NATIONAL POLLUTANT DISCHARGE

Proposed Charge

For FY 2017/18, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$236.86 per parcel. The total amount of the NPDES rates levied for FY 2016/17 for the program as a whole was \$474,654.22.

Annual Adjustment

Beginning in FY 2018/19, the NPDES Maximum Commercial/Industrial Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor’s Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 316-210-090 (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Hearing
Tuesday, January 2, 2018
6:00 P.M.
(Or As Soon Thereafter As The
Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City’s Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division’s Condition of Approval to provide an ongoing funding source for the NPDES financial program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to meet state and federally mandated NPDES Permit requirements will not satisfy the Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program. If the returned ballot is marked “No”, the NPDES rate will not be levied on the property tax bill.

Attachment: Ballot Documents for Moreno Indian, LLC (2909 : PUBLIC HEARING FOR FOUR NATIONAL POLLUTANT DISCHARGE

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot in support of or opposition to the proposed program and annual rate and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division's Condition of Approval by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City's Special Districts Division at 951.413.3505 or via email at JenniferT@moval.org during the City's business hours.

Questions regarding the NPDES financial program, the annual rate, or the Land Development Division's Conditions of Approval should be directed to the Land Development Division at 951.413.3120 or via email at landdevelopment@moval.org during the City's business hours.

The City's business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Completing Your Ballot






Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.** Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **Tuesday, January 2, 2018**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

- A check mark substantially inside a box;
- An X mark substantially inside a box;

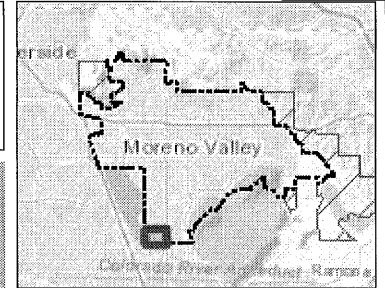
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**



Indian Street Commerce Center PEN16-0020



- Legend**
- Public Facilities
 - Public Facilities
 - ★ Fire Stations
 - Parcels
 - ⊞ City Boundary
 - ⊞ Sphere of Influence

Notes

1,261.9 0 630.96 1,261.9 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 9/20/2017

DISCLAIMER: The information shown on this map was compiled from the City of Moreno Valley GIS and Riverside County GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

Attachment: Ballot Documents for Moreno Indian, LLC (2909 : PUBLIC HEARING FOR FOUR NATIONAL

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance		
<i>(Not covered by CSA 152)</i>					
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics					
PARCEL RATE	Per Month	Per Year	PARCEL RATE	Per Month	Per Year
	\$3.45	\$41.42		\$16.29	\$195.44

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)
- FY 2013/2014 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar
- FY 2014/2015 - 1.14% = (\$39.52 & \$186.49) Pursuant to City Council approval on June 10, 2014.
- FY 2015/2016 - 0.73% = (\$39.81 & \$187.85)
- FY 2016/2017 - 2.03% = (\$40.62 & \$191.66)
- FY 2017/2018 - 1.97% = (\$41.42 & \$195.44)

**OFFICIAL MAIL BALLOT for Assessor's Parcel Number (APN) 316-210-090
National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APN 316-210-090, **I approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2017/18, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$236.86 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2018/19, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

NO** — as property owner of APN 316-210-090, **I do not approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. I understand that not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2017/18 NPDES Maximum Commercial/Industrial Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	1	\$236.86

*Each Assessor's Parcel Number equals 1 Weighted Ballot.

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing to be held on January 2, 2018, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope prior to the close of the public testimony portion of the January 2, 2018 Public Hearing.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

TEL: 951.413.3480
 FAX: 951.413.3498
 WWW.MOVAL.ORG



14331 FREDERICK STREET, SUITE 2
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

November 16, 2017

OM MacArthur, LLC
 c/o Design Concepts
 Attn: Shiv D. Talwar
 3340 Riverside Drive, Suite M
 Chino, CA 91710

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APNS 292-211-001, 292-181-001, AND 292-181-002

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor’s Parcel Numbers (APNs) 292-211-001, 292-181-001, and 292-181-002 the opportunity to express support for or opposition to the approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and services. Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding fulfills Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program.

Background

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the National Pollution Discharge Elimination System (NPDES) Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City’s current NPDES Permit mandates all new development projects comply with storm water management activities. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

Attachment: Ballot Documents for OM MacArthur, LLC (2909 : PUBLIC HEARING FOR FOUR NATIONAL POLLUTANT DISCHARGE

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2017/18, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$236.86 per parcel. The total amount of the NPDES rates levied for FY 2016/17 for the program as a whole was \$474,654.22.

Annual Adjustment

Beginning in FY 2018/19, the NPDES Maximum Commercial/Industrial Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor’s Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 292-211-001, 292-181-001, and 292-181-002 (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Hearing
Tuesday, January 2, 2018
6:00 P.M.
(Or As Soon Thereafter As The
Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City’s Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division’s Condition of Approval to provide an ongoing funding source for the NPDES financial program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to meet state and federally mandated NPDES Permit requirements will not satisfy the Land Development

Division's Condition of Approval to provide a funding source for the NPDES financial program. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot in support of or opposition to the proposed program and annual rate and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division's Condition of Approval by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City's Special Districts Division at 951.413.3505 or via email at JenniferT@moval.org during the City's business hours.

Questions regarding the NPDES financial program, the annual rate, or the Land Development Division's Conditions of Approval should be directed to the Land Development Division at 951.413.3120 or via email at landdevelopment@moval.org during the City's business hours.

The City's business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Completing Your Ballot

Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.** Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **Tuesday, January 2, 2018**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.







Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;

Attachment: Ballot Documents for OM MacArthur, LLC (2909 : PUBLIC HEARING FOR FOUR NATIONAL POLLUTANT DISCHARGE

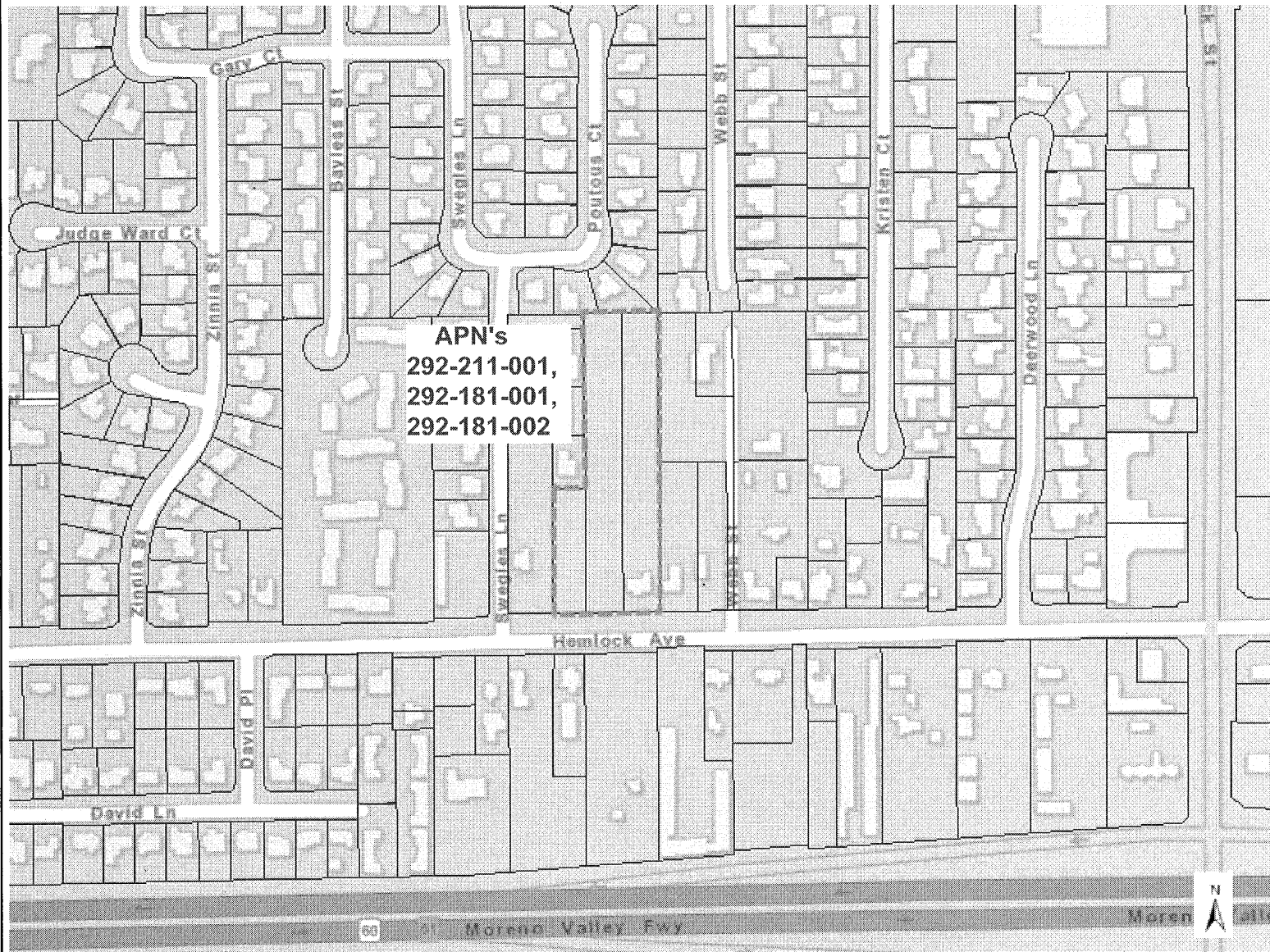
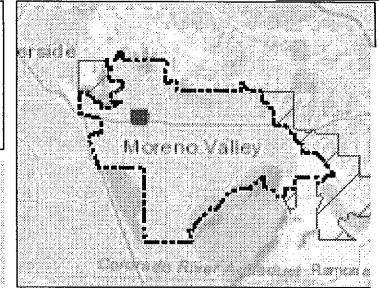
-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**



Hemlock Garden Apts. PA14-0027

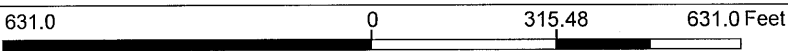


APN's
292-211-001,
292-181-001,
292-181-002

Legend

- Public Facilities
 - Public Facilities
 - ★ Fire Stations
- Parcels
- ⊞ City Boundary
- ⊞ Sphere of Influence

Notes



WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 9/20/2017

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Attachment: Ballot Documents for OM MacArthur, LLC (2909 : PUBLIC HEARING FOR FOUR NATIONAL

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance		
<i>(Not covered by CSA 152)</i>					
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>			<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>		
<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</p>					
PARCEL RATE	Per Month	Per Year	PARCEL RATE	Per Month	Per Year
	\$3.45	\$41.42		\$16.29	\$195.44

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
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- FY 2016/2017 - 2.03% = (\$40.62 & \$191.66)
- FY 2017/2018 - 1.97% = (\$41.42 & \$195.44)

**OFFICIAL MAIL BALLOT for Assessor's Parcel Numbers (APNs)
292-211-001, 292-181-001, and 292-181-002
National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APNs 292-211-001, 292-181-001, and 292-181-002, **I approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2017/18, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$236.86 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2018/19, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

NO** — as property owner of APNs 292-211-001, 292-181-001, and 292-181-002, **I do not approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. I understand that not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2017/18 NPDES Maximum Commercial/Industrial Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	3	\$236.86

*Each Assessor's Parcel Number equals 1 Weighted Ballot.

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing to be held on January 2, 2018, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope prior to the close of the public testimony portion of the January 2, 2018 Public Hearing.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

TEL: 951.413.3480
 FAX: 951.413.3498
 WWW.MOVAL.ORG



14331 FREDERICK STREET, SUITE 2
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

November 16, 2017

Duke Realty Limited Partnership
 Attn: Ricardo Rivas
 200 Spectrum Center Drive, Suite 1600
 Irvine, CA 92618

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APNs 316-190-017, 316-190-036, AND 316-190-037

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor’s Parcel Numbers (APNs) 316-190-017 , 316-190-036, and 316-190-037 the opportunity to express support for or opposition to the approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and services. Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding fulfills Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program.

Background

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the National Pollution Discharge Elimination System (NPDES) Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City’s current NPDES Permit mandates all new development projects comply with storm water management activities. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to

comply with NPDES Permit requirements and levies the rate applicable for that service, not to exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2017/18, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$236.86 per parcel. The total amount of the NPDES rates levied for FY 2016/17 for the program as a whole was \$474,654.22.

Annual Adjustment

Beginning in FY 2018/19, the NPDES Maximum Commercial/Industrial Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor’s Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 316-190-017 , 316-190-036, and 316-190-037 (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Hearing
Tuesday, January 2, 2018
6:00 P.M.
(Or As Soon Thereafter As The
Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City’s Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division’s Condition of Approval to provide an ongoing funding source for the NPDES financial program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to meet state and federally mandated NPDES Permit requirements will not satisfy the Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program. If the returned ballot is marked “No”, the NPDES rate will not be levied on the property tax bill.

Attachment: Ballot Documents for Duke Realty Limited Partnership (2909 : PUBLIC HEARING FOR FOUR NATIONAL POLLUTANT DISCHARGE

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot in support of or opposition to the proposed program and annual rate and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division's Condition of Approval by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City's Special Districts Division at 951.413.3505 or via email at JenniferT@moval.org during the City's business hours.

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Completing Your Ballot






Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **Tuesday, January 2, 2018**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

- A check mark substantially inside a box;
- An X mark substantially inside a box;

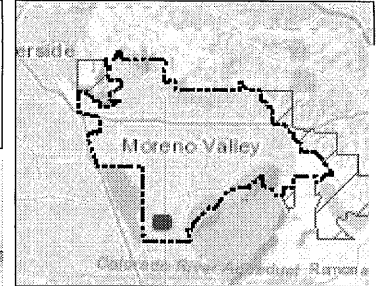
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**



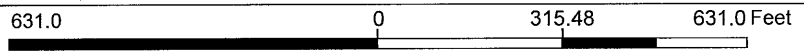
San Michele Industrial Facility PEN17-0098



Legend

- Public Facilities
 - Public Facilities
 - ★ Fire Stations
- Parcels
- ⊞ City Boundary
- ⊞ Sphere of Influence

APN's
 316-190-017
 316-190-036
 316-190-037



WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 9/20/2017

DISCLAIMER: The information shown on this map was compiled from the City of Moreno Valley GIS and Riverside County GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

Notes

Attachment: Ballot Documents for Duke Realty Limited Partnership (2009 : PUBLIC HEARING FOR FOUR

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance		
<i>(Not covered by CSA 152)</i>					
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>			<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>		
<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</p>					
PARCEL RATE	Per Month	Per Year	PARCEL RATE	Per Month	Per Year
	\$3.45	\$41.42		\$16.29	\$195.44

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)
- FY 2013/2014 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar
- FY 2014/2015 - 1.14% = (\$39.52 & \$186.49) Pursuant to City Council approval on June 10, 2014.
- FY 2015/2016 - 0.73% = (\$39.81 & \$187.85)
- FY 2016/2017 - 2.03% = (\$40.62 & \$191.66)
- FY 2017/2018 - 1.97% = (\$41.42 & \$195.44)

**OFFICIAL MAIL BALLOT for Assessor's Parcel Numbers (APNs)
316-190-017, 316-190-036, and 316-190-037
National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APNs 316-190-017, 316-190-036, and 316-190-037, **I approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2017/18, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$236.86 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2018/19, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

NO** — as property owner of APNs 316-190-017, 316-190-036, and 316-190-037, **I do not approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. I understand that not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2017/18 NPDES Maximum Commercial/Industrial Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	3	\$236.86

*Each Assessor's Parcel Number equals 1 Weighted Ballot.

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing to be held on January 2, 2018, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope prior to the close of the public testimony portion of the January 2, 2018 Public Hearing.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

TEL: 951.413.3480
 FAX: 951.413.3498
 WWW.MOVAL.ORG



14331 FREDERICK STREET, SUITE 2
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

PROLOGIS
 Attention: Jim Jachetta
 17777 Center Court Drive N, Ste. 100
 Cerritos, CA 90703

November 16, 2017

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APNs 488-330-011, 488-330-012, 488-330-013, 488-330-017, 488-330-018, 488-330-022, 488-330-023, 488-330-024, 488-330-025, AND 488-330-032

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor’s Parcel Numbers (APNs) 488-330-011, 488-330-012, 488-330-013, 488-330-017, 488-330-018, 488-330-022, 488-330-023, 488-330-024, 488-330-025, and 488-330-032 the opportunity to express support for or opposition to the approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and services. Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding fulfills Condition of Approval from the Land Development and Special District Divisions to provide a funding source for the NPDES program.

Background

The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. The City provides the services necessary to meet mandates of the Federal Clean Water Act related to the NPDES permit. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those facilities that require periodic maintenance, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those facilities that require periodic maintenance, and perform

annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2017/18, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$236.86 per parcel. The total amount of the NPDES rates levied for FY 2017/18 for the program as a whole was \$474,654.22.

Annual Adjustment

Beginning in FY 2018/19, the NPDES Maximum Commercial/Industrial Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor’s Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 488-330-011, 488-330-012, 488-330-013, 488-330-017, 488-330-018, 488-330-022, 488-330-023, 488-330-024, 488-330-025, and 488-330-032 (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<p style="text-align: center;"><u>Public Hearing</u> Tuesday, January 2, 2018 6:00 P.M. (Or As Soon Thereafter As The Matter May Be Called)</p>
--

Tabulation of returned ballots will commence after the close of the public testimony portion of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the City’s Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Land Development and the Special District’s Condition of Approval (to provide an ongoing funding

Attachment: Ballot Documents for Prologis (2909 : PUBLIC HEARING FOR FOUR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

source for the NPDES program).

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to meet federally mandated NPDES Permit requirements will not satisfy the Land Development Division and/or the Special District Division's Conditions of Approval. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot next to the APN (in support of or opposition to the proposed program and annual rate) and/or not signing the ballot will result in an invalid ballot. In order to satisfy Land Development Division and the Special District Division's Conditions of Approval by placement of the charge on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Jennifer Terry, Senior Management Analyst, with the City's Special Districts Division at 951.413.3505 or via email at JenniferT@moval.org during the City's business hours.

Questions regarding the NPDES program, the annual rate, or the Land Development Division's Conditions of Approval, should be directed to the Land Development Division at 951.413.3120 or via email at landdevelopment@moval.org during the City's business hours.

The City's business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Completing Your Ballot

Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box next to the APN.** Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **Tuesday, January 2, 2018**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:





- A check mark substantially inside a box;
- An X mark substantially inside a box;
- A dot or oval mark substantially inside a box;
- A completely shaded or filled mark substantially inside a box;
- A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
- A circle around the box and/or associated clause; or
- A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

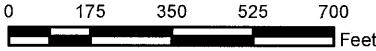
Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**



**PA07-0084
Tentative Parcel Map 356
Prologis**

-  APNs
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of June 9, 2016.



G:\AVP\SDA\PA07-0084 Prologis.mxd

The information shown on this map was compiled from Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claim losses or damages resulting from the use of this map. This map is not to be recycled or resold.



Attachment: Ballot Documents for Prologis (2009 : PUBLIC HEARING FOR FOUR NATIONAL POLLUTANT

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL 1			LEVEL II		
NPDES Administration			Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance		
<i>(Not covered by CSA 152)</i>					
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>			<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>		
<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</p>					
PARCEL RATE	Per Month	Per Year	PARCEL RATE	Per Month	Per Year
	\$3.45	\$41.42		\$16.29	\$195.44

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
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- FY 2016/2017 - 2.03% = (\$40.62 & \$191.66)
- FY 2017/2018 - 1.97% = (\$41.42 & \$195.44)

OFFICIAL MAIL BALLOT for
Assessor's Parcel Numbers (APNs) 488-330-011, 488-330-012, 488-330-013,
488-330-017, 488-330-018, 488-330-022, 488-330-023, 488-330-024, 488-330-025,
and 488-330-032
National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate

YES* — as property owner of APNs 488-330-011, 488-330-012, 488-330-013, 488-330-017, 488-330-018, 488-330-022, 488-330-023, 488-330-024, 488-330-025, and 488-330-032, **I approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2017/18, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$236.86 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2018/19, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those facilities that require periodic maintenance, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APNs 488-330-011, 488-330-012, 488-330-013, 488-330-017, 488-330-018, 488-330-022, 488-330-023, 488-330-024, 488-330-025, and 488-330-032, **I do not approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. I understand that not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to fund federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2017/18 NPDES Maximum Commercial/Industrial Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	10	\$236.86

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing to be held on January 2, 2018, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope prior to the close of the public testimony portion of the January 2, 2018 Public Hearing.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.



Report to City Council

TO: Mayor and City Council

FROM: Richard J. Sandzimier, Community Development Director/
Planning Official

AGENDA DATE: February 6, 2018

TITLE: THE DECLASSIFICATION OF LANDMARK STATUS OF
THEODORE STREET FROM NORTH STATE HIGHWAY
ROUTE 60, SOUTH TO CACTUS AVENUE AND
RENAMING OF THAT SEGMENT.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Certify that the proposed declassification of landmark status and renaming of Theodore Street (PEN18-0006) from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) has been determined to not be a “project” as defined under State California Environmental Quality Act Guidelines Section 15061(b)(3), and therefore qualifies for a General Rule “Common Sense” Exemption; and
2. Approve Resolution No. 2018-XX: A Resolution of the City Council of the City of Moreno Valley, California, approving the declassification of landmark status for the name Theodore Street (PEN18-0006) for that portion of the arterial from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) and approving the name change to World Logistics Center Parkway.
3. Direct staff to implement the name change in a cost effective manner.

SUMMARY

This report recommends City Council approval of a Resolution authorizing the declassification of the “landmark” status of street name Theodore Street for a portion of

Theodore from the State Highway Route 60 freeway bridge southerly to Cactus Avenue. The report also recommends changing the name of that portion of arterial to World Logistics Center Parkway to recognize a project of national prominence that has been approved in that area.

As detailed in the application, the declassification of landmark status and name change would be applicable to the portion of the arterial that extends from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62)) (Attachment 1). The existing portion of Theodore Street that extends from the freeway interchange to the north is to remain as Theodore Street and would retain landmark status.

DISCUSSION

Members of the City Council requested consideration of a potential name change to a portion of Theodore Street in the eastern portion of the City. On January 9th, the City Council authorized staff to initiate the process prescribed under Municipal Code Section 7.05.020 to change the portion of Theodore south of State Highway Route 60 to World Logistics Center Parkway.

The Council also directed staff to submit an application for review by the Environmental and Historical Preservation Board (EHPB) to start the declassification of landmark status process for Theodore Street that extends from the north side of the State Route 60 freeway bridge southerly to approximately Cactus Avenue. The portions of Theodore north of State Route 60 would remain unchanged in landmark status of the street name.

As authorized by the City Council, an application (PEN18-0006) for modification to a portion of the street name Theodore Street was submitted to the Community Development Director on January 12, 2018. Given the landmark designation of the Theodore Street name, the application was presented to the city's Environmental and Historic Preservation Board on January 22, 2018.

ADVISORY BOARD/COMMISSION RECOMMENDATION

At the January 22, 2018 EHPB meeting, Board members received a detailed written staff report (Attachment 2) and a verbal overview of the proposed declassification of historical landmark status of the street name.

After discussion of the proposal and consideration of questions and answers and comments raised by the public, the EHPB voted 2-1 to recommend to the City Council that the proposal is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061(b)(3), General Rule "Common Sense" Exemption, and recommended that the City Council approve the proposed declassification of historical landmark status with an amendment adding "pending the beginning of the World Logistics Center project" to the motion.

ENVIRONMENTAL

The declassification of landmark status of only a portion of Theodore Street, in light of the retention of the historical landmark name status for the remaining portion of Theodore Street north of State Route 60, has been determined to be exempt from the provisions of CEQA specifically by Section 15061(b)(3), General Rule “Common Sense” Exemption. With certainty, there is no possibility that the proposed declassification of landmark status and street name change described above will have a significant effect on the environment. The declassification of landmark status and renaming of a portion of the street will not require any construction activities (other than modifications to or erection of new signage), will not change the use or intensity of the existing site in any way to create a physical environmental impact, and would not lead to any direct or reasonable foreseeable indirect physical environmental impacts. The retention of the Theodore Street name for a significant portion of the arterial where it extends northerly of State Route 60 sufficiently protects the integrity of the landmark status of that street name.

ALTERNATIVES

1. Conduct a public hearing, and take actions to certify that the proposed declassification of landmark status of the Theodore Street name is exempt from the CEQA, as a General Rule “Common Sense” exemption, and approve the declassification of the landmark status of the Theodore Street name beginning at the northern portion of the freeway bridge over State Route 60 and extending southerly to approximately Cactus Avenue, approve the name change to World Logistics Center Parkway and direct staff to implement the name change in a cost effective manner. *Staff recommends this alternative.*
2. Conduct a public hearing, and do not approve the recommended actions to certify the CEQA environmental determination for the project, or the declassification of the landmark status of the Theodore Street name beginning at the northern portion of the freeway bridge over State Route 60 and extending southerly to approximately Cactus Avenue. *This alternative is not recommended.*

FISCAL IMPACT

Not applicable.

NOTIFICATION

In accordance with Section 9.02.200 of the Municipal Code, a 1/8 page public notice was published in the Press Enterprise newspaper on January 26, 2018 for the February 6, 2018 public hearing (Attachment 3).

PREPARATION OF STAFF REPORT

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
Richard J Sandzimier
Acting Community Development Director

CITY COUNCIL GOALS

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

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

Objective 1.6: Establish Moreno Valley as the worldwide model in logistics development.

ATTACHMENTS

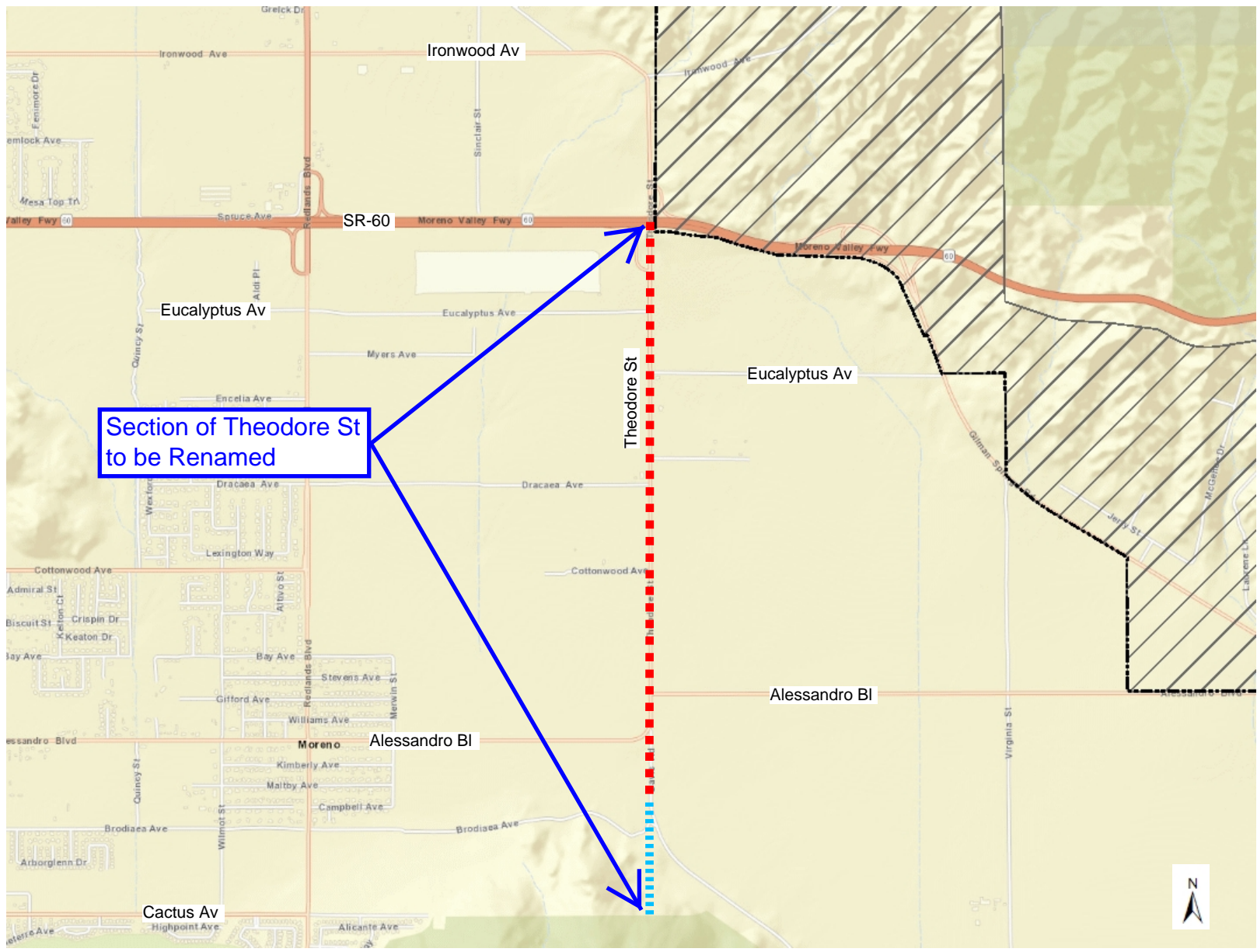
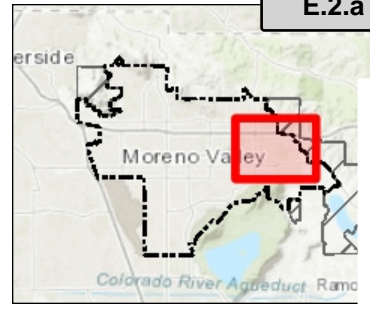
- 1. Map of Theodore Street
- 2. EHPB Staff Report 1-22-18
- 3. Public Hearing Notice
- 4. Resolution 2018-

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/31/18 1:55 PM
City Attorney Approval	<u>✓ Approved</u>	2/01/18 7:22 AM
City Manager Approval	<u>✓ Approved</u>	2/01/18 1:49 PM



Proposed Street Renaming of Theodore Street

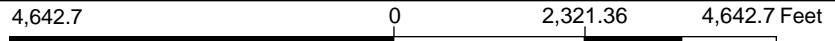


Legend

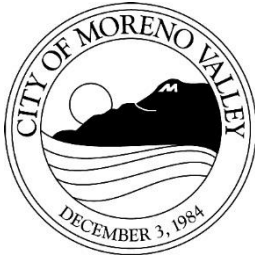
- City Boundary
- Sphere of Influence
- Existing
- Future (per PM 16950)

Notes
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Attachment: Map of Theodore Street (2964 : THE DECLASSIFICATION OF LANDMARK STATUS OF Theodore Street Name Change (2925 : INITIATION OF STREET NAME CHANGE PROCESS)



DISCLAIMER: The information shown on this map was compiled from the City of Moreno Valley GIS and Riverside County GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.



REPORT TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

Meeting Date: January 22, 2018

CONSIDER AND RECOMMEND TO THE CITY COUNCIL THE DECLASSIFICATION OF LANDMARK STATUS OF THEODORE STREET FROM NORTH STATE HIGHWAY ROUTE 60, SOUTH TO CACTUS AVENUE.

Case: PEN18-0006

Applicant: City of Moreno Valley

Representative: Community Development Department

Location: State Highway Route 60, south to Cactus Avenue

Case Planner: Claudia Manrique

SUMMARY

On January 9, 2018 the City Council took action and directed the initiation of the process under Municipal Code Section 7.05.020 to declassify the current “landmark” status street name for Theodore Street from North State Highway Rout 60, South to Cactus Avenue in the eastern portion of the City for City Council consideration of potential name change to World Logistics Center Parkway. The proposed new name is intended to bring enhanced recognition and awareness to the World Logistics Center development project that has been approved on the approximate 2,600 acres of land south of State Route 60 in the area of the currently named Theodore Street interchange. As proposed in the application, the name change would be applicable to that portion of the arterial that extends from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62)) (Attachment 1). The existing portion of Theodore Street that extends from the freeway interchange to the north is to remain as Theodore Street. As a street name with designated “landmark” status, the proposed declassification or modification of the Landmark status is to be reviewed by the Environmental and Historical Preservation Board (EHPB) as set forth in Section 7.05 of the City of Moreno

Valley Municipal Code. The EHPB is to forward a recommendation to the City Council for a final decision.

DISCUSSION

On November 11, 1988 the City's prior Cultural Preservation Advisory Board adopted Resolution CPAB 88-2 which designated Alessandro Boulevard as a historical name and landmark. On December 7, 1989, the same board adopted Resolution CPAB 89-3 which gave landmark status to the other historic avenues and streets listed on the 1891 Bear Valley Historic Map, including Theodore Street.

In order for a change of name to be made, an application for repeal or modification of the historical landmark status must be considered and processed in accordance with Municipal Code Section 7.05.020. As authorized by the City Council, an application requesting modification to a portion of the street name Theodore Street was submitted to the Community Development Director on January 12, 2018, requesting that the portion of the street extending from the north portion of the freeway bridge at State Route 60 southerly to approximately Cactus Avenue be changed to World Logistics Center Parkway, and therefore the landmark status of the street name for this portion of arterial road is being recommended to be declassified. The application has been agendized for consideration by the EHPB at this special meeting on January 22, 2018.

ENVIRONMENTAL

The declassification of landmark status of only a portion of Theodore Street, in light of the retention of the historical landmark name status for the remaining portion of Theodore Street north of State Route 60, has been determined to be exempt from the provisions of CEQA specifically by Section 15061(b)(3), General Rule "Common Sense" Exemption. With certainty, there is no possibility that the proposed declassification of landmark status and street name change described above will have a significant effect on the environment. The declassification of landmark status and renaming of a portion of the street will not require any construction activities (other than modifications to or erection of new signage), will not change the use or intensity of the existing site in any way to create a physical environmental impact, and would not lead to any direct or reasonable foreseeable indirect physical environmental impacts. The retention of the Theodore Street name for a significant portion of the arterial where it extends northerly of State Route 60 sufficiently protects the integrity of the landmark status.

NOTIFICATION

Written notice of the City Council's consideration of this matter on January 9, 2018 and consideration by the Environmental and Historic Preservation Board on January 22, 2018 was sent to all potentially impacted properties via letter delivered via United States Postal Service on December 29, 2017. The Agenda for this meeting was posted in

accordance with the Brown Act. The City Council's deliberation on the recommendation from the EHPB shall be noticed and published as a Public Hearing.

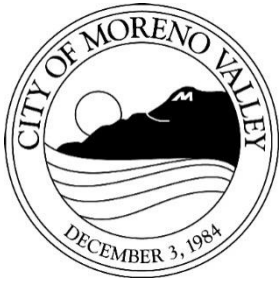
STAFF RECOMMENDATION

Staff recommends that the Environmental and Historical Preservation Board recommend to the City Council:

1. That PEN18-0006, modification to the historical landmark street name status for a portion of Theodore Street is exempt from the provisions of CEQA specifically by Section 15061(b)(3), General Rule "Common Sense" Exemption, and
2. Approval of PEN18-0006, the proposed declassification of historical landmark status of the street name for that portion of Theodore Street beginning at the northern portion of the freeway bridge over State Route 60 and extending southerly to approximately Cactus Avenue.

Prepared by:
Claudia Manrique-Miklusek
Associate Planner

Approved by:
Richard J. Sandzimier
Acting Community Development Director



**NOTICE
OF
CITY COUNCIL PUBLIC HEARING**

THE CITY COUNCIL WILL CONSIDER THE
DECLASSIFICATION OF LANDMARK STATUS OF
THEODORE STREET FROM NORTH STATE HIGHWAY
ROUTE 60, SOUTH TO CACTUS AVENUE AND
RENAMING OF THAT SEGMENT.

The proposed declassification of landmark status and name change (PEN18-0006) would be applicable to that portion of the arterial that extends from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62)). The existing portion of Theodore Street that extends from the freeway interchange to the north is to remain as Theodore Street and retain designated landmark status.

The declassification of landmark status and renaming of the street has been determined to not be a "project" as defined under State CEQA Guidelines section 15061(b)(3), General Rule "Common Sense" Exemption. The renaming of a portion of the street will not require any construction activities (other than modifications to or erection of new signage), will not change the use or intensity of the existing site in any way to create a physical environmental impact, and would not lead to any direct or reasonable foreseeable indirect physical environmental impacts.

Any person interested in the proposal may speak at the hearing or provide written testimony at or prior to the hearing. Any person interested in the proposed project may contact Claudia Manrique, Associate Planner at (951) 413-3225 or at the Community Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday and 7:30 a.m. to 4:30 p.m., Friday), or you may telephone (951) 413-3206 for further information.

If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

**Tuesday, February 6, 2018
6:00 P.M.
City Council Chambers
14177 Frederick Street
Moreno Valley, CA 92552-0805**

Upon request and 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 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PEN18-0006, A MODIFICATION TO HISTORICAL LANDMARK STREET NAME STATUS OF A PORTION OF THEODORE STREET AND RENAMING OF THAT PORTION OF THEODORE STREET TO WORLD LOGISTICS CENTER PARKWAY BEGINNING AT THE NORTHERN SIDE OF THE STATE HIGHWAY ROUTE 60 BRIDGE AND EXTENDING SOUTHERLY TO CACTUS AVENUE

WHEREAS, Title 7 of the City of Moreno Valley Municipal Code has empowered the Environmental and Historical Preservation Board (“the Board”) to act on the designation of landmarks, structures of merit, preservation districts and neighborhood conservation areas within the City of Moreno Valley (“the City”), all pursuant to the procedures set forth in said Title 7; and

WHEREAS, on November 11, 1988 the Board (previously known as the Cultural Preservation Advisory Board) adopted Resolution CPAB 88-2 which designated Alessandro Boulevard as a historical name and landmark; and on December 7, 1989, the same board adopted Resolution CPAB 89-3 which gave landmark status to the other historic avenues and streets listed on the 1891 Bear Valley Historic Map, including Theodore Street; and

WHEREAS, in order for a change to any landmark street name to be considered, an application for repeal or modification of the historical landmark status must first be processed in accordance with Municipal Code Section 7.05.020; and

WHEREAS, the City’s Public Works Department, as authorized by the City Council, submitted application PEN18-0006 to the Community Development Director (“the Director”) as required by Section 7.05.020; and

WHEREAS, the Director of Community Development caused an investigation of the application to be made and filed with the Board a report thereon, a copy of which report is available for inspection at the office of the Planning Division of the City; and

WHEREAS, written notice of the City Council’s consideration of this matter on January 9, 2018 and consideration by the Board on January 22, 2018 was sent to all potentially impacted properties via a letter delivered via United States Postal Service on December 29, 2017; and

WHEREAS, on January 22, 2018, the Board held a public meeting to consider application number PEN18-0006. The Board received and considered a complete staff report, verbal presentation, public input and staff responses to the Board’s questions

1
Resolution No. 2018-XX
Date Adopted: February 6, 2018

regarding proposal. The Board took all public testimony from the public speakers before voting 2-1 to move forward the amended recommendation to the City Council for approval of PEN18-0006, the proposed declassification of historical landmark status of the street name for that portion of Theodore Street beginning at the northern portion of the freeway bridge over State Route 60 and extending southerly to approximately Cactus Avenue, pending the beginning of the World Logistics Center project; and

WHEREAS, on January 26, 2018 a 1/8 page Public Notice was published in the Press Enterprise Newspaper, advertising a duly noticed public hearing to be held before the City Council on February 6, 2018, regarding the proposed declassification of historical landmark status of the street name for a portion of Theodore Street, and name change; and

WHEREAS, on February 6, 2018, the City Council conducted a public hearing to consider the project application and the recommendation of the EHPB prepared for the project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the modification to the historical landmark street name status, for a portion of Theodore Street has been determined to be exempt from the provisions of CEQA specifically by Section 15061(b)(3), General Rule "Common Sense" Exemption.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the City Council as follows:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to the City Council during the above-referenced meeting on February 6, 2018, including written and oral staff reports, public testimony and the record from the public hearing, and recommendations on the project, the City Council hereby specifically finds as follows:

1. Investigation – An investigation of facts bearing upon the proposed declassification of the landmark status of the Theodore Street name has been provided with sufficient information to permit the City Council to take action consistent with the intent and purpose of Title 7 of the Municipal Code.

FACT: A report was prepared for the January 22, 2018 Board meeting in accordance with Municipal Code Section 7.05.020, and the materials were provided to the City Council for consideration of this matter.

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The declassification of the landmark status of the Theodore Street name for the portion of Theodore Street from north State Route 60 southerly to approximately Cactus Avenue is a necessary process to consider the subsequent renaming of that portion of arterial. The renaming of Theodore Street from the north of State Highway Route 60, south to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) to World Logistics Center Parkway promotes the World Logistics Center Specific Plan area, bringing economic benefit to the local economy. The section of Theodore Street north of State Highway Route 60 will remain as a designated historical name and landmark.

2. Designation – Theodore Street has special historical community value in the city. The proposed declassification of landmark status for only a portion of the arterial will be made in a fashion that retains the historical community value of the Theodore name which will be retained for that portion of the arterial north of State Route 60.

FACT: Based upon the information presented in the report, the renaming Theodore Street from the north of State Highway Route 60, south to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) to World Logistics Center Parkway promotes the World Logistics Center Specific Plan area, bringing economic benefit to the local economy. The section of Theodore Street north of State Highway Route 60 will remain as a designated historical name and landmark.

3. Health, Safety and Welfare – The proposed declassification of landmark status of a portion of Theodore Street will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The declassification of landmark status and renaming of a portion of street has been determined to be exempt from the provisions of CEQA specifically by Section 15061(b) (3), General Rule “Common Sense” Exemption. With certainty, there is no possibility that the proposed declassification of landmark status and street name change may have a significant effect on the environment. The renaming of a street will not require any construction activities, change the use or intensity of the existing site to create a physical environmental impact, and would not lead to any direct or reasonable foreseeable indirect physical environmental impacts.

BE IT FURTHER RESOLVED the City Council of Moreno Valley **HEREBY APPROVES** Resolution No. 2018-01 and thereby:

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Resolution No. 2018-XX
Date Adopted: February 6, 2018

1. Certify that the proposed declassification of landmark status and renaming of Theodore Street (PEN18-0006) from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) has been determined to not be a "project" as defined under State California Environmental Quality Act Guidelines Section 15061(b)(3), and therefore qualifies for a General Rule "Common Sense" Exemption; and
2. Approve Resolution No. 2018-XX: A Resolution of the City Council of the City of Moreno Valley, California, approving the declassification of landmark status for the name Theodore Street (PEN18-0006) for that portion of the arterial from the north portion of the freeway bridge over State Highway Route 60 southerly to Cactus Avenue (Southerly terminus per Amended Parcel Map 16950 (PM 113/62) and approving the name change to World Logistics Center Parkway.

APPROVED AND ADOPTED this 6th day of February, 2018.

AYES: Council Members -
 NOES: Council Members -
 ABSENT: Council Members -
 ABSTAIN: Council Members -

ATTEST:

Mayor

Pat Jacquez-Nares, CMC & CERA, City Clerk

APPROVED AS TO FORM:

Martin D. Koczanowicz, City Attorney

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 Resolution No. 2018-XX
 Date Adopted: February 6, 2018

Attachment: Resolution 2018- [Revision 3] (2964 : THE DECLASSIFICATION OF LANDMARK STATUS OF THEODORE STREET FROM NORTH)

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2018-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 6th day of February, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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Resolution No. 2018-XX
Date Adopted: February 6, 2018

Attachment: Resolution 2018- [Revision 3] (2964 : THE DECLASSIFICATION OF LANDMARK STATUS OF THEODORE STREET FROM NORTH)



Report to City Council

TO: Mayor and City Council

FROM: Martin Koczanowicz, City Attorney
Allen Brock, Assistant City Manager

AGENDA DATE: February 6, 2018

TITLE: CONSIDERATION OF ORDINANCE --- REAUTHORIZING
PEG FEES FOR THE STATE CABLE FRANCHISEES

RECOMMENDED ACTION

Recommendation that the City Council:

Introduce and conduct the first reading of Ordinance --- to reauthorize PEG fees for cable providers operating in the City under the State franchise and agendize for second reading and adoption at the next regularly scheduled meeting.

SUMMARY

This report recommends consideration of an Ordinance which would amend the Municipal Code to reauthorize Public, Educational and Governmental Access (PEG) fee collection by cable providers under the new State franchise agreements. The City of Moreno Valley utilizes PEG revenue for the acquisition and maintenance of equipment related to the operation of Moreno Valley's government access channel.

DISCUSSION

In 2006 State law changed to create Digital Infrastructure and Video Competition Act (DIVCA) which preempted local entity's authority over cable and video TV operators and centralized the authority over cable service providers under a single State franchise. Franchises under DIVCA have a ten year term and majority of providers are in a process of renewals of their State Franchise agreements. DIVCA also states that Ordinances that create authority for cities to collect PEG fees may be reauthorized upon expiration of the Franchise. Law is unclear as to whether or not the PEG fee must be reauthorized in order for the PEG fees to remain in place. Consequently staff elected to bring the Ordinance for Council's consideration. The new proposed Ordinance is simply a repeat or reauthorization of the existing Ordinance.

Supported by PEG revenues, Moreno Valley's government access channel is a resource for the City to address local municipal programming needs. The channel is used to cablecast City Council Meetings, public service announcements, community bulletins, local emergency announcements, and other events and programs as valued by the local government.

Once adopted, the Ordinance will remain in effect at least for the duration of the new 10 year Franchise issued by the State.

ALTERNATIVES

The City Council has the following alternatives to consider:

1. Introduce the new Ordinance, conduct the first reading by title only and schedule the second reading for the February 20th, 2018 meeting. *Staff recommends this alternative as it will confirm City's authority to collect the PEG fee.*
2. Fail to consider the Ordinance and rely on the existing language. *Due to the fact that the law is not clear on whether reauthorization is mandatory, this alternative is not recommended.*

FISCAL IMPACT

In Fiscal Year 2016/17 the City received \$509,494 of PEG revenue from local cable providers. Adoption of the proposed Ordinance will provide for the continued collection of the PEG fees as well as the 5% franchise fee.

NOTIFICATION

Agenda has been posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Martin D. Koczanowicz
City Attorney

Department Head Approval: NA

Concurred By:
Tim Carroll
Media 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.

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

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Draft PEG fee Ord0129

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/29/18 5:07 PM
City Attorney Approval	<u>✓ Approved</u>	1/29/18 4:31 PM
City Manager Approval	<u>✓ Approved</u>	1/31/18 11:55 AM

ORDINANCE NO. 2018-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING THE MUNICIPAL CODE CHAPTER 5.22 TO RENEW THE PEG FEES UNDER THE NEW STATE FRANCHISE

WHEREAS, State has renewed the 10 year franchises granted to cable services providers under the Digital Infrastructure and Video Competition Act (DIVCA); and

WHEREAS, City has been receiving and utilizing Public, Education, and Government (PEG) fees for their intended purpose; and

WHEREAS, City Council desires to continue to collect the PEG fees under the provisions of Public Utilities Code Section 5870 during the duration of the newly issued State Franchise; and

WHEREAS, it has been determined that adoption of this Ordinance is an act categorically exempt under California Environmental Quality Act.

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

SECTION 1. Chapter 5.22 of the Moreno Valley Municipal Code is amended to repeal Section 5.22.020 in its entirety to be replaced with the following:

Section 5.22.020 State video franchise fees.

A. Any state video franchise holder (“state franchisee”) operating within the boundaries of the City of Moreno Valley shall pay a fee to the City equal to five percent of the gross revenue of that state franchisee.

B. Any state franchisee operating within the boundaries of the City of Moreno Valley shall pay an additional fee to the City equal to two percent of the gross revenue of the state franchisee, which fee shall be used by the City for PEG purposes consistent with state and federal law.

C. Gross revenue, for the purposes of subsections A and C of this section, shall have the definition set forth in California [Public Utilities Code](#) Section 5860.

SECTION 2. SEVERABILITY

That 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.

SECTION 3. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. 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 5. 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 6. EFFECTIVE DATE

This ordinance shall take effect thirty days after the date of its adoption.

This Ordinance was introduced at the February 6th, 2018 City Council meeting and

PASSED, APPROVED AND ORDAINED this XX day of XX, 2018.

Approved as to Form:

Martin D. Koczanowicz
City Attorney

Dr. Yxstian Gutierrez, Mayor

ATTEST:

Pat Jacquez-Nares, City Clerk

Attachment: Draft PEG fee Ord0129 (2912 : CONSIDERATION OF ORDINANCE --- REAUTHORIZING PEG FEES FOR THE STATE CABLE

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
§ CITY OF MORENO)
VALLEY)

I, _____, City Clerk of the City Council of the City of MORENO VALLEY, California, do hereby certify that the foregoing Ordinance No. 2018-XX, was introduced at a regular meeting of the City Council of the City of MORENO VALLEY held on the XX day of XX, 2018 and was passed by the City Council of the City of MORENO VALLEY at a regular meeting held the XX day of XX, 2018, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Pat Jacquez-Nares, City Clerk

Attachment: Draft PEG fee Ord0129 (2912 : CONSIDERATION OF ORDINANCE --- REAUTHORIZING PEG FEES FOR THE STATE CABLE

